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**TUESDAY, JUNE 12, 2018**  
**CITY COUNCIL REVISED AGENDA**  
**6:00 PM**

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Gilbert).
- III. Minute Approval.
- IV. Special Presentation.

***“Navy Week Proclamation”***  
By Vice-Chairman Erskine Oglesby

V. **PUBLIC HEARING ON FY19 BUDGET.**

VI. **Ordinances – Final Reading:**

**YOUTH AND FAMILY DEVELOPMENT**

- a. [An ordinance amending Chattanooga City Code, Part II, Chapter 26, Sections 26-26, 26-27, 26-34, and 26-35, relative to fee changes. \(Revised\)](#)

VII. **Ordinances – First Reading:**

**FINANCE**

- a. [An ordinance providing for an Interim Budget and appropriating funds for the usual and ordinary expenses of the City government for July 1 through July 15, 2018, pending the adoption of the 2018-2019 Annual Budget.](#)

**PLANNING**

- b. [2018-075 Hillocks Farm Land Company, LLC c/o Duane Horton \(Amend Conditions\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to amend Condition 2.1 of specific conditions for R-4 Zoning Ordinance No. 12809 of previous Case No. 2014-008 on part of property located at 6100 Highway 153, more particularly described herein, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning and recommended for denial as to Applicant’s request\) \(Deferred from 5/8/18\)](#)

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- c. 2018-077 Hillocks Farm Land Company, LLC c/o Duane Horton (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6048 Highway 153, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone. (District 1) (Recommended for approval by Planning) (Deferred from 5/8/18)

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- d. 2018-078 Hillocks Farm Land Company, LLC c/o Duane Horton (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6046 Highway 153, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone. (District 1) (Recommended for approval by Planning) (Deferred from 5/8/18)

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- f. [2018-052 John Jernigan, Jr. \(R-1 Residential Zone to RZ-1 Zero Lot Line Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 512 Tucker Street, more particularly described herein, from R-1 Residential Zone to RZ-1 Zero Lot Line Residential Zone. \(District 2\) \(Recommended for approval by Planning and recommended for denial by Staff\) \(Deferred from 5/15/2018\)](#)
  
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- h. [2018-093 Riverton Development Group, LLC \(R-1 Residential Zone and M-1 Manufacturing Zone to R-1 Residential Zone, R-4 Special Zone, and UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 1100 Lupton Drive, more particularly described herein, from R-1 Residential Zone and M-1 Manufacturing Zone to R-1 Residential Zone, R-4 Special Zone, and UGC Urban General Commercial Zone, subject to certain conditions. \(District 2\) \(Recommended for approval by Planning and recommended for denial of R-4 by Staff\)](#)

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- i. [2018-082 Holcomb Family Partners c/o Tim Holcomb \(R-3 Residential Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 5513 Highway 153, more particularly described herein, from R-3 Residential Zone to C-2 Convenience Commercial Zone. \(District 3\) \(Recommended for approval by Planning and Staff\)](#)
- j. [2018-084 Vanessa E. Moser \(R-1 Residential Zone to A-1 Urban Agricultural Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1649 Kamin Road, more particularly described herein, from R-1 Residential Zone to A-1 Urban Agricultural Zone. \(District 3\) \(Recommended for approval by Planning and Staff\)](#)
- k. [2018-058 Cynthia Brown \(R-1 Residential Zone to R-4 Special Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7724 Standifer Gap Road, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone, subject to certain conditions. \(District 4\) \(Recommended for approval by Planning and recommended for denial by Staff\)](#)

[2018-058 Cynthia Brown \(R-1 Residential Zone to O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7724 Standifer Gap Road, more particularly described herein, from R-1 Residential Zone to O-1 Office Zone. \(Applicant Version\)](#)

- l. [2018-083 Tom Willumson \(O-1 Office Zone to R-1 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3951 Cromwell Road, more particularly described herein, from O-1 Office Zone to R-1 Residential Zone. \(District 5\) \(Recommended for approval by Planning and recommended for denial of R-1 and approval to lift all conditions by Staff\)](#)
- m. [2018-081 Marvina Baksh \(Lift Conditions\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift Condition No. 5 of Ordinance No. 13132 from previous Case No. 2016-165 from property located at 6684 East Brainerd Road, more particularly described herein, subject to certain conditions. \(District 6\) \(Recommended for approval by Planning\)](#)

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- n. 2018-090 Silverdale Baptist Church c/o Doug Anderson (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 2916 Silverdale Road, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (District 6) (Recommended for approval by Planning)

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- o. 2018-087 Dexter White (M-1 Manufacturing Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 432 West 24<sup>th</sup> Street, more particularly described herein, from M-1 Manufacturing Zone to UGC Urban General Commercial Zone. (District 7) (Recommended for approval by Planning and Staff)
- p. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article VI, Section 38-504, Height and Area Exceptions and Other Special Exceptions to clarify interior side setbacks for detached small storage building, private automobile storage garages, private shops for woodworking, metal working, ceramic, etc., and other similar accessory buildings located in the R-T/Z Residential Townhouse Zero Lot Line Zone.

VIII. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. A resolution authorizing the Mayor to execute a Full Satisfaction and Release of Right of Reversion to Quitclaim Deed, in substantially the form attached, for the release and discharge of the Right of Reversion for properties located on Reggie White Boulevard, from the City of Chattanooga to Cornerstones, Inc. (District 7)

**FINANCE**

- b. A resolution authorizing the City Treasurer to award commercial and general banking services to First Tennessee Bank, including lockbox services, payroll cards, safekeeping and custodial accounts, and for the collection of sewer fees, property taxes, and water quality fees at branch locations, for a one (1) year contract with two (2) possible one (1) year renewals by mutual agreement, in the amount of \$52,000.00.
- c. A resolution authorizing the City Treasurer to award commercial and general banking services to SunTrust Bank, including merchant card services, purchasing cards, safekeeping and custodial accounts, for a one (1) year contract with two (2) possible one (1) year renewals by mutual agreement, in the amount of \$240,000.00.

**INFORMATION TECHNOLOGY**

- d. A resolution authorizing the Chief Information Officer to renew the blanket contract with TriTech Software Systems as providers of software interface technologies, support, and other related expenses for citywide software integration for a period of one (1) year beginning July 1, 2018 through June 30, 2019, with the option to extend for one (1) additional year, for an amount not to exceed \$500,000.00 per contract year.

**PLANNING**

- e. 2018-091 Hillocks Farm Land Company, LLC c/o Duane Horton (Special Exceptions Permit). A resolution authorizing a Special Exceptions Permit for a Residential Planned Unit Development for a part of property located at 6100 Highway 153. (District 1) (Recommended for approval by Planning and Staff)
- f. 2018-089 John and Eileen Thornton (Special Exceptions Permit). A resolution authorizing a Special Exceptions Permit for a Residential Planned Unit Development on two properties located in the Unit Block of Rivervista Drive, subject to certain conditions. (District 2) (Recommended for approval by Planning)

2018-089 John and Eileen Thornton (Special Exceptions Permit). A resolution authorizing a Special Exceptions Permit for a Residential Planned Unit Development on two properties located in the Unit Block of Rivervista Drive, subject to certain conditions. (Staff Version)

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- g. 2018-094 Riverton Development Group, LLC (Special Exceptions Permit). A resolution authorizing a Special Exceptions Permit for a Residential Planned Unit Development on property located at 1100 Lupton Drive, subject to certain conditions. (District 2) (Recommended for approval by Planning and Staff)

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## **PUBLIC WORKS AND TRANSPORTATION**

### **Public Works**

- h. A resolution authorizing the award of Contract No. Y-18-015-201 to JDH Company, Inc., Replacement Roofing System for East Chattanooga YFD Center Building, in the amount of \$175,352.00, with a contingency amount of \$17,500.00, for an amount not to exceed \$192,852.00.
- i. A resolution authorizing the approval of Change Order No. 1 (Final) for Tower Construction Company of Chattanooga, TN, relative to Contract No. Y-16-014-201, Multiple Playgrounds and Pavilions Project, for an increased amount of \$14,287.23, for a revised contract amount of \$139,009.40.
- j. A resolution authorizing the Mayor to execute an agreement with Hamilton County relative to the Courts Community Service Program for Fiscal Year 2018-2019, for an amount not to exceed \$60,000.00.
- k. A resolution authorizing the approval of Change Order No. 1 for Jacobs Engineering Group relative to Contract No. W-17-006-101, Program Management for Consent Decree Implementation, a Consent Decree Project, for the renewal for year two (2) of the five (5) year program, in the amount of \$2,068,090.00, for the revised contract amount of \$4,066,513.00. (Consent Decree)

## IX. Purchases.

**Revised Agenda for Tuesday, June 12, 2018**

**Page 8**

X. Other Business. **(Deferred from 6/5/18)**

a. **Approval of renewal certifications for grocery stores wishing to sell wine:**

1. Publix Tennessee, LLC #1460, [400 N. Market Street](#) (District 2)
2. Publix Tennessee, LLC #1166, [5928 Hixson Pike, Suite 112](#) (District 3)
3. Publix Tennessee, LLC #1165, [8644 E. Brainerd Road](#) (District 4)
4. Publix Tennessee, LLC #1244, [5958 Snow Hill Road, Suite 168](#) (District 6)

XI. Committee Reports.

XII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XIII. Adjournment.



**TUESDAY, JUNE 19, 2018**  
**CITY COUNCIL AGENDA**  
**6:00 PM**

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilwoman Berz).
3. Minute Approval.
4. Special Presentation.

**PUBLIC NOTICE/HEARING - WATER QUALITY PROGRAM RATE STUDY**  
**AND FEE SCHEDULE RECOMMENDED FOR AMENDMENTS**

**By Bill Payne, City Engineer**

5. **Ordinances – Final Reading:**

**FINANCE**

- a. [An ordinance providing for an Interim Budget and appropriating funds for the usual and ordinary expenses of the City government for July 1 through July 15, 2018, pending the adoption of the 2018-2019 Annual Budget.](#)

**PLANNING**

- b. [2018-075 Hillocks Farm Land Company, LLC c/o Duane Horton \(Amend Conditions\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to amend Condition 2.1 of specific conditions for R-4 Zoning Ordinance No. 12809 of previous Case No. 2014-008 on part of property located at 6100 Highway 153, more particularly described herein, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning and recommended for denial as to Applicant's request\) \(Deferred from 5/8/18\)](#)

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- o. 2018-087 Dexter White (M-1 Manufacturing Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 432 West 24<sup>th</sup> Street, more particularly described herein, from M-1 Manufacturing Zone to UGC Urban General Commercial Zone. (District 7) (Recommended for approval by Planning and Staff)
- p. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article VI, Section 38-504, Height and Area Exceptions and Other Special Exceptions to clarify interior side setbacks for detached small storage building, private automobile storage garages, private shops for woodworking, metal working, ceramic, etc., and other similar accessory buildings located in the R-T/Z Residential Townhouse Zero Lot Line Zone.

6. **Ordinances – First Reading: (None)**

7. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. A resolution authorizing the Mayor to enter into a Lease Agreement with the Helen Ross McNabb Center, in substantially the form attached, for 120 sq. ft. of office space in a portion of the Family Justice Center located at 5705 Uptain Road, identified as Tax Parcel No. 157M-A-012, for a term of two (2) years, with the option to renew for an additional term of two (2) years, for the amount of \$2,640.00 per term. (District 6)
- b. A resolution authorizing the Mayor to enter into a Lease Agreement with Legal Aid of East Tennessee, in substantially the form attached, for 454 sq. ft. of office space in a portion of the Family Justice Center located at 5705 Uptain Road, identified as Tax Parcel No. 157M-A-012, for a term of two (2) years, with the option to renew for an additional term of two (2) terms, for the amount of \$9,988.00 per term. (District 6)

- c. [A resolution authorizing the Mayor to enter into a Lease Agreement with Partnership for Families, Children, and Adults, Inc., in substantially the form attached, for 107 sq. ft. of office space in a portion of the Family Justice Center located at 5705 Uptain Road, identified as Tax Parcel No. 157M-A-012, for a term of two \(2\) years, with the option to renew for an additional term of two \(2\) years, for the amount of \\$2,354.00 per term. \(District 6\)](#)
- d. [A resolution authorizing the Mayor to enter into a Lease Agreement with Southern Adventist University, in substantially the form attached, for 785 sq. ft. of office space in a portion of the Family Justice Center located at 5705 Uptain Road, identified as Tax Parcel No. 157M-A-012, for a term of two \(2\) years, with the option to renew for an additional term of two \(2\) years, for the amount of \\$17,270.00 per term. \(District 6\)](#)
- e. [A resolution authorizing the Mayor to enter into a Lease Agreement with Second Life of Chattanooga, Inc., in substantially the form attached, for 108 sq. ft. of office space in a portion of the Family Justice Center located at 5705 Uptain Road, identified as Tax Parcel No. 157M-A-012, for a term of two \(2\) years, for the amount of \\$2,376.00 per term. \(District 6\)](#)
- f. [A resolution authorizing the Mayor to enter into a Lease Agreement with Prevent Child Abuse Tennessee, in substantially the form attached, for 311 sq. ft. of office space in a portion of the Family Justice Center located at 5705 Uptain Road, identified as Tax Parcel No. 157M-A-012, for a term of two \(2\) years, for the amount of \\$6,842.00 per term. \(District 6\)](#)

#### **INFORMATION TECHNOLOGY**

- g. [A resolution authorizing the Chief Information Officer to execute a blanket contract renewal with Tyler Technologies as the provider of hardware, software, implementation services and related expenses for electronic citation system for the period of one \(1\) year beginning July 21, 2018 through July 20, 2019, for an amount not to exceed \\$1.5 million per contract year.](#)

#### **MAYOR'S OFFICE**

- h. [A resolution to confirm the Mayor's appointments of Roy Wroth, Hannah Forman, and Matt McDonald to the Chattanooga Historic Zoning Commission.](#)
- i. [A resolution to confirm the Mayor's re-appointments of Eddie Helton, Kenny Smith, Mike Webb, James Walker, Don Blankenship, and Robert Wade to the Construction Board of Adjustment and Appeals.](#)
- j. [A resolution to confirm the Mayor's re-appointment of Lora Dawson and appointment of Coy Browder to the Hamilton County Board of Equalization.](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- k. [A resolution authorizing the Administrator for the Department of Public Works to apply for, and if awarded, accept a U.S. Department of Energy's Advanced Solar Systems Integration Technologies Grant for Municipal Utility Infrastructure Continuity \(MUSIC\), in the amount of \\$1,950,000.00.](#)
- l. [A resolution authorizing the renewal of Contract No. E-16-001-401, on-call blanket contracts for Resident Project Representative Services \(RPR\) for year three \(3\) of five \(5\) with \(1\) AMEC Foster Wheeler Environment and Infrastructure, Inc.; \(2\) Arcadis, US, Inc.; \(3\) ASA Engineer and Consultants, Inc.; \(4\) Barge Solutions; \(5\) CD Technical Services; \(6\) CTI Engineers, Inc.; \(7\) McGill Associates, P.A.; \(8\) S&ME, Inc.; \(9\) Thompson Engineering; \(10\) Vaughn & Melton Consulting Engineers, Inc.; and \(11\) Volkert, Inc., for year three \(3\) of five \(5\) year term, within eleven \(11\) professional firms estimated at \\$1,250,000.00 total annually, for all eleven \(11\) professional firms for use by all departments.](#)
8. Purchases.
9. Other Business.
  - a. **Approval of renewal certification for grocery stores wishing to sell wine:**
    1. Whole Food Market Group, Inc., [301 Manufacturers Road \(District 1\)](#)
    2. Earth Fare, Inc. # 420, [1814 Gunbarrel Road, Suite 100 \(District 4\)](#)
    3. Earth Fare, Inc. # 425, [5415 Hixson Pike \(District 3\)](#)
    4. The Fresh Market #22, [2288 Gunbarrel Road \(District 4\)](#)
10. Committee Reports.
11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
12. Adjournment.

Proposed City Council Purchases 6-12-18

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R169220 Public Works	Purchase of two (2) Vaughan Submersible Chopper Pumps-Waste Resources Division	4	3	Appalachian Environmental Equipment, Inc. 7728 Dave Road Knoxville, TN 37938	\$36,800.00	Interceptor Sewer Operations	Purchase of two (2) Vaughan Submersible Chopper Pumps-Waste Resources Division. There were 4 direct bid solicitations and we received 3 responses in the publicly advertised bid proceedings. Appalachian Environmental Equipment, Inc. was the best bid meeting specifications.
PO543796 & PO543797 Public Works	Blanket Contract Renewal for Liquid Oxygen-Waste Resources Division	9	3	Matheson Tri-Gas, Inc. 2300 Cabot Drive, Suite 148 Lisle, IL 60532 and Airgas USA, Inc. 2015 Vaughan Road Bldg. 400 Kennesaw, GA 30144	Total Estimated \$100,000 Annually	Interceptor Sewer Operations	Blanket Contract Renewal of PO543796 & PO543797 for Liquid Oxygen-Waste Resources Division. There were 9 direct bid solicitations and we received 3 responses in the publicly advertised bid proceedings. Matheson Tri-Gas Inc. and Airgas USA, Inc. was the lowest bid meeting specifications.
PO538401 Public Works	Blanket Contract Renewal for Wet Weather Polymer- Waste Resources Division	9	5	Polydyne, Inc. One Chemical Plant Road Riceboro, GA 31323	Estimated \$30,000 Annually	Interceptor Sewer Operations	Blanket Contract Renewal of PO538401 for Wet Weather Polymer-Waste Resources Division. There were 9 direct bid solicitations and we received 5 responses in the publicly advertised bid proceedings. Polydyne, Inc. was the lowest bid meeting specifications.
R171092 Public Works	Purchase of one (1) Cortex Flush Building & Installation - Parks Division	-	-	CXT, Inc. 3808 North Sullivan Road Spokane Valley, WA 99216	\$56,480.60	General Fund	Purchase of one (1) Cortex Flush Building-Parks Division. This purchase utilizes the NJPA contract No. 030117. TCA 6-56-3-4-2 allows for this single source purchase exempted from usual advertising and bidding requirements.
R164280 Public Works	New Blanket Contract for Masonry Materials for Local Pickup-City Wide Services	6	2	T T Wilson Company 1255 Central Avenue Chattanooga, TN 37408	Estimated \$40,000 Annually	General Fund	New Blanket Contract for Masonry Materials for Local Pickup- City Wide Services . The new contract will be a period of twelve (12) months with two (2) renewal options. There were 6 direct bid solicitations and we received 2 response in the publicly advertised bid proceedings. T T Wilson Company was the best bid meeting specifications.
PO543984 & PO543989 Public Works	Blanket Contract Renewal for Workforce Safety Equipment-City Wide Services	7	4	Roll-Aid Industrial Supply 1905 Long Street Chattanooga, TN 37408 and D & T Trucking Company 341 Gunstocker Road Georgetown, TN 37336	Total Estimated \$40,000 Annually	General Fund	Blanket Contract Renewal of PO543984 & PO543989 for Workforce Safety Equipment- City Wide Services. There were 7 direct bid solicitations and we received 4 responses in the publicly advertised bid proceedings. Roll-Aid Industrial Supply and D & T Trucking Company was the best bid meeting specifications.
R166020 Public Works	New Blanket Contract for Fencing Materials, Repairs & Installation-City Wide-Facilities Management Division	9	2	River City Fence, Inc. 23 DeSai Lane Ringgold, GA 30736 and Heritage Fence & Repair, Inc. 1506 Caramel Circle Hixson, TN 37343	Total Estimated \$200,000 Annually	General Fund	New Blanket Contract for Fencing Materials, Repairs & Installation-City Wide-Facilities Management Division . The new contract will be a period of twelve (12) months with two (2) renewal options. There were 9 direct bid solicitations and we received 2 response in the publicly advertised bid proceedings. River City Fence, Inc. and Heritage Fence & Repair, Inc. was the best bid meeting specifications.





# City of Chattanooga

Mayor Andy Berke

June 6, 2018

Mr. Justin Holland  
Administrator, Public Works Department  
Waste Resources Division  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

Subject: 169220 / 305124 – Vaughan Submersible Chopper Pumps – Waste Resources  
Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a purchase order for the purchase of two (2) Vaughan Submersible Chopper Pumps Waste Resources Division, Public Works Department.

The invitation to bid was sent to four (4) vendors as well as formally advertised. Three (3) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

<u>Bidder</u>	<u>Bid</u>
Appalachian Environmental Equipment, Inc	\$36,800.00
Vaughan Company, Inc	\$37,526.00
The Eshelman Company	\$46,400.00

I recommend awarding this purchase to Appalachian Environmental Equipment, Inc, 7728 Dave Road, Knoxville, TN 37938 in the amount of \$36,800.00, who offers the best value bid which meets the specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments

Item #	Item	Qty	The Eshelman Company		Vaughan Company, Inc		Appalachian Environmental Equipment, Inc.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Vaughan Submersible Chopper Pumps	2	\$ 23,200.00	\$ 46,400.00	\$ 18,763.00	\$ 37,526.00	\$ 18,400.00	\$ 36,800.00

**The Eshelman Company**  
80 Addison Avenue  
Franklin, TN 37064

**Vaughan Company, Inc**  
364 Monte-Elma Road  
Montesano, WA 98563

**Appalachian Environmental  
Equipment, Inc**  
7728 Dave Road  
Knoxville, TN 37938

**Hibbs ElectroMechanical, Inc**  
1300 Industrial Road  
Madisonville, KY 42431

Date: May 17, 2018

Requisition No.: 169220

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Bid (RFB) for the City of Chattanooga, Tennessee**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on May 31, 2018*

**Requisition / Bid No.: R169220 / 305124**

**Ordering Dept.: Waste Resource Division, Public Works**

**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Purchase of Two (2) Vaughan Chopper Pumps**

\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\***

**2:00 P.M., EST on May 31, 2018**

\*\*\*\*\*

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informality in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City's Standard Terms and Conditions may be found on website:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

**Note: ALL BIDS MUST BE SIGNED**

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Company Name: APPALACHIAN ENVIRONMENTAL EQUIPMENT, Inc.

Mailing Address: 7728 JANE Rd.

City & Zip Code: KNOXVILLE, TN. 37938

Phone/Toll Free No.: 865-688-3566

Fax No.: 865-281-8404

E-Mail Address: AEELUSK@GMAIL.COM

Contact Person: LOUIE LUSK

Company Title: FILES

Signature: [Handwritten Signature]

# BID SOLICITATION



City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**

31-MAY-18 at 2:00 PM

**BID NUMBER:** 305124

**BUYER:**

PHONE #: (423) 643-7230

**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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RFQ

M City of Chattanooga  
 A 101 East 11th Street, Suite G13  
 I Chattanooga, TN 37402  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
eMail Address:	AEE LUSK@GMAIL.COM	2	18,400 CAPIT	18,400	36,800
Contact Person's Name	LOUIE LUSK				
Estimated Delivery	13 WEEKS AFTER APPROVED SUBMITTALS				
Minority-Owned Business	Small Business <input checked="" type="checkbox"/> Veteran <input checked="" type="checkbox"/>				
Minority Woman-Owned Business	Disabled Veteran <input type="checkbox"/>				
Woman-Owned Business	<input type="checkbox"/>				
**** ALL ITEMS MUST BE QUOTED F O B DESTINATION ****					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED - The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: NET - 30 DAYS  
 TELEPHONE NUMBER 865-567-9445

COMPANY: APPALACHIAN ENVIRONMENTAL EQUIPMENT  
 SIGNATURE: Louie Lusk  
 NAME AND TITLE: LOUIE LUSK PRES.

# BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**

31-MAY-18 at 2:00 PM

**BID NUMBER:** 305124

**BUYER:**

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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APPALACHIAN ENVIRONMENTAL  
EQUIPMENT, INC.

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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Vaughan Chopper Pump per attached Specs	2	Each	18,400	36,800

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax  
Bids will be received at the above mentioned address

TERMS OF PAYMENT: NET - 30 DAY

TELEPHONE NUMBER: 865-567-9445

ALL BIDS MUST BE SIGNED - The undersigned offers the above quoted prices under the conditions contained herein

COMPANY: APPALACHIAN ENVIRONMENTAL EQUIPMENT

SIGNATURE: Louie Lark

NAME AND TITLE: 5-28-18

SPECIFICATIONS FOR  
TWO (2) SUBMERSIBLE CHOPPER PUMPS  
MOCCASIN BEND WASTEWATER TREATMENT PLANT  
CHATTANOOGA TENNESSEE

May 2018

## 1.0 GENERAL INFORMATION

This specification is for the purchase of two (2) submersible chopper pumps and two (2) standard guide rail systems for use at the Heritage Green Wastewater Pump Station, 653 Calloway Court, Chattanooga, Tennessee. This specification describes the type of pumps and rails needed. The chopper pumps shall each be capable of pumping 60 GPM @ 30 Feet Total Dynamic Head.

## 2.0 GENERAL SPECIFICATIONS CHOPPER PUMP

The vendor shall supply two (2) VAUGHAN Model S3F-065 Submersible Chopper Pumps meeting the following specifications.

- **CASING**, cast ductile iron with 3" 125 LB ANSI rated discharge flange.
- **IMPELLER, CUTTER BAR, UPPER CUTTER AND CUTTER NUT**, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced.
- **MECHANICAL SEAL**, cartridge type with SC or TC faces, as manufactured by Vaughan.
- **ELASTOMERS**, BUNA N
- **BEARINGS**, oil bath lubricated ball type.
- **BEARING HOUSING**, cast ductile iron.
- **AUTOMATIC OIL LEVEL MONITOR**, PVC plastic reservoir with 110 volt switch, relay, and 50 feet of hose.
- **SHAFT**, heat treated steel with piloted motor mount.
- **MOTOR**, 5 HP, 1750 RPM, 230 volt, 3 phase, 60 Hz, 1.15 SF, Explosion-Proof (Class 1, Group C & D) submersible motor rated for 15 minutes of in-air operation, with tandem mechanical seals, moisture sensors, internal thermostats, and 50 feet of power cable, manufactured by Baldor
- **FINISH**: Sandblasted and a prime coat of Tnemec Perma-Shield PL Series 431 Epoxy and a finish coat of Tnemec Perma-Shield PL Series 431 Epoxy (for a total minimum thickness of 30 MDFT).  
(Except Motor)

- **MOISTURE AND OVER-TEMPERATURE RELAY**, VPMR in NEMA 0 enclosure for mounting in control panel by others. Relay is UL approved, not CSA certified.

The vendor shall supply two (2) Standard Guide Rail Systems meeting the following specifications:

- **3" BASE ELBOW**, cast ductile iron.
- **3" GUIDE BRACKET**, cast ductile iron.
- **TOP MOUNTING AND CHAIN HOLDER BRACKET**, 316 stainless steel.

The vendor shall supply three paper copies and one electronic copy in pdf format of factory submittals for approval prior to manufacture. The vendor shall also supply three paper copies and one electronic copy in pdf format of the Operation and Maintenance Manual.

Vendor shall supply spare parts of the following:

- a - spare mechanical seal
- b - cutters / impeller
- c - o-ring gasket set
- d - cord set

Vendor shall include all freight and shipping in their bid.

Delivery time after receipt of PO shall be stated in the bid.

1 year (minimum) warranty required.

Vendor shall supply at least one day start up service or until unit is running properly .



**NOTE:**

The following items are not included in the specifications:

- pressure gauges, switches, valves and other specialties not specifically called out herein.
- special coatings other than those quoted.
- factory performance, hydrostatic pressure, vibration and noise tests.
- equipment, labor, material and personnel required to perform field testing of pumps.
- special motor specifications other than those specifically called out herein.
- factory motor tests.
- intrinsically safe features.
- additional lubricants other than those contained within the pump.
- anchor bolts.
- access hatch covers.
- pump lifting hoist.
- 2 inch pipe schedule 40 rails for guiderails.
- lifting cables and safety hooks.
- control panel, level controls, or any other electrical or instrumentation item not specifically called out herein.

## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

- 6 The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

Louis Link  
Not A Contractor  
(Signature of Contractor)

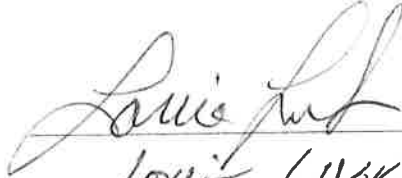
Not a Contractor - Vendor  
Appalachian Environmental Equipment, Inc. Supplier Only  
(Title and Name of Construction Company)

5-28-18  
(Date)

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.  
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

LOLLIE LUSK

(BUSINESS NAME)

APPALACHIAN ENVIRONMENTAL EQUIPMENT, INC.

(DATE)

5-28-18

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

No Contact/No Advocacy

Notice Receipt

City of Chattanooga  
Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

LOUIE LUSK (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of APPALACHIAN ENVIRONMENTAL EQUIPMENT, INC (Business name), the Submitter of the attached sealed solicitation response to Solicitation # 305124, and said


Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:



Printed Name:

LOUIE LUSK

Title:

PRES.

Date:

5-28-18



# City of Chattanooga

Mayor Andy Berke

June 6, 2018

Mr. Justin Holland  
Administrator, Public Works Department  
Waste Resources Division  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO Nos. 543796 & 543797 – Liquid Oxygen –  
Waste Resources Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO Nos. 543796 & 543797 for Liquid Oxygen, Waste Resources Division – Public Works Department. The City of Chattanooga is renewing the first (1<sup>st</sup>) contract renewal option for twelve (12) months through May, 2019, with one (1) renewal option remaining, for an estimated annual amount of \$100,000. A copy of the signed letters from the vendors and copies of the contracts are enclosed.

The original invitation to bid was sent to nine (9) vendors as well as formally advertised. Bids were received from three (3) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO Nos. 543796 & 543797 for Liquid Oxygen to Matheson Tri-Gas, Inc, 2300 Cabot Drive, Suite 148, Lisle, IL 60532 and Airgas USA, Inc, 2015 Vaughan Road, Bldg. 400, Kennesaw, GA 30144.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments



**City of Chattanooga**  
**Mayor Andy Berke**

May 24, 2018

Matheson Tri-Gas, Inc  
Attn: Kyle Prendergast  
2300 Cabot Drive, Suite 148  
Lisle, IL 60532

Subject: 543796 -- Liquid Oxygen

Dear Mr. Prendergast:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

The new expiration date will be May 31, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov) if you agree to renewal.

As always, we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed: \_\_\_\_\_

Date: 6/4/18

Sincerely,

Mark McKeel, Buyer  
City of Chattanooga  
Phone: (423) 643-7236 Fax: (423) 643-7244

# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 711152  <b>Matheson Tri Gas LLC</b> 2300 Cabot Drive Ste 148 Lisle, IL 60532
--	---

PO Date: 31-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
--

<b>Purchase Order Number 543796</b>
<b>INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.</b>

<b>S H I P T O</b>	
--	--

<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 151170 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 .....					
<b>DESCRIPTION:</b> This shall be a Primary Supplier twelve (12) month blanket contract for the Supply and Delivery of Liquid Oxygen for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. .....					
<b>NOTES:</b> The bid submitted by Matheson Tri-Gas, Inc. dated 4-18-17 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed .....					
<b>PRICE ESCALATION CLAUSE:</b> All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. .....					
APPROVED BY CITY COUNCIL ON MAY 30, 2017 CONTRACT BEGINNING/ENDING DATES: 6-1-2017 TO 6-1-2018 .....					
Vendor Contact: Kyle Prendergast Phone: 331-472-6898 e-mail: kprendergast@mathesongas.com .....					
<b>ADDITIONS TO CITY STANDARD TERMS AND CONDITIONS:</b> 7. Indemnification - Third Party Claims. Subject to the provisions of the Governmental Tort Liability Act, T.C.A. Section 29-20-101 et seq., City shall defend and, if found liable, be responsible for paying damages arising from third party claims, suits, liabilities and judgments for personal injuries or damage to resulting from action conducted by the City, excepting any such injury, damage or loss caused, in whole or part, by negligence or willful misconduct of a third party, the Contractor and their affiliates, directors, officers, employees, shareholders and representatives.  13. Termination for Cause In addition to the bases for Termination for Cause set forth in the City Purchase Order Standard Terms and Conditions, the parties agree the following shall be considered bases for termination for cause, subject to any available rights to cure the default as provided in the City Standard Terms: (i) A petition is brought by or against either party under any bankruptcy or insolvency laws seeking any reorganization, arrangement, liquidation, dissolution, or similar relief with respect to either party, (ii) either party shall make an assignment for the benefit of creditors or if a receiver is appointed for either party, or (iii) it is determined that either party's credit has become impaired. Either party may terminate the Agreement consistent with the Termination for Cause provisions set forth in the City Standard Terms and Conditions.					

\*\*\*\*\* NOTICE \*\*\*\*\*

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 711152  Matheson Tri Gas LLC 2300 Cabot Drive Ste 148 Lisle, IL 60532
--	--

PO Date: 31-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543796</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Liquid Oxygen as specified (price per hundred cubic feet)	0.00	Each	\$ 0.4100	\$ 0.00

**TOTAL: \$ .00**

\*\*\*\*\* NOTICE \*\*\*\*\*

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**City of Chattanooga**  
**Mayor Andy Berke**

May 24, 2018

Airgas USA, Inc  
Attn: Ben Stevenson  
2015 Vaughn Road, Bldg. 400  
Kennesaw, GA 30144

Subject: 543797 -- Liquid Oxygen

Dear Mr. Stevenson

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

The new expiration date will be May 31, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov) if you agree to renewal.

As always, we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed:

*Stephanie Riggs*  
STEPHANIE RIGGS, VP BULK GASES

Date: 6-01-18

Sincerely,

*Mark McKeel*

Mark McKeel, Buyer  
City of Chattanooga  
Phone: (423) 643-7236 Fax: (423) 643-7244

# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 747509 Vendor Alternate ID: 13683  <b>Airgas</b> 700 Manufacturers Rd Chattanooga, TN 37405
--	---

PO Date: 31-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543797</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 151170 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
<b>DESCRIPTION:</b> This shall be a Backup Supplier twelve (12) month blanket contract for the Supply and Delivery of Liquid Oxygen for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****					
<b>NOTES:</b> The bid submitted by Airgas USA, LLC dated 4-18-17 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed *****					
<b>PRICE ESCALATION CLAUSE:</b> All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. *****					
APPROVED BY CITY COUNCIL ON MAY 30, 2017 *****					
<b>CONTRACT BEGINNING/ENDING DATES:</b> 6-1-2017 TO 6-1-2018 *****					
Vendor Contact: Ben Stevenson Phone: 800-727-0693 Fax: 770-590-6100					

\*\*\*\*\* NOTICE \*\*\*\*\*

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 747509 Vendor Alternate ID: 13683  Airgas 700 Manufacturers Rd Chattanooga, TN 37405
--	--

PO Date: 31-MAY-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543797</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Liquid Oxygen as specified (price per hundred cubic feet)	0.00	Each	\$ 0.4800	\$ 0.00
					<b>TOTAL: \$ .00</b>

\*\*\*\*\* NOTICE \*\*\*\*\*

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# City of Chattanooga

Mayor Andy Berke

June 6, 2018

Mr. Justin Holland  
Administrator, Public Works Department  
Waste Resource Division  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO No. 538401 – Wet Weather Polymer – Waste Resource Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 538401 for Wet Weather Polymer, Waste Resource Division, Public Works Department. The City of Chattanooga is renewing the second (2<sup>nd</sup>) and last renewal option for twelve (12) months through June, 2019 for an estimated annual amount of \$30,000. A copy of the signed letter from vendor, and a copy of the contract is enclosed. This will also include a price increase per attached correspondence.

The original invitation to bid was sent to nine (9) vendors as well as formally advertised. Bids were received from five (5) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 538401, including the price increase, for Wet Weather Polymer to Polydyne, Inc, One Chemical Plant Road, Riceboro, GA 31323.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments



# City of Chattanooga

Mayor Andy Berke

May 25, 2018

Polydyne Inc  
Attn: Mark Schlag  
One Chemical Plant Road  
Riceboro, GA 31323

Subject: 538401 – Wet Weather Polymer

Dear Mr. Schlag:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the ~~same contracted price (\$)~~ adjusted price of \$0.425/lb. for Clarifloc C-378.

The new expiration date will be June 14, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov) if you agree to renewal.

As always, we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed: Boyd Stanley Date: 6/4/18

Boyd Stanley, Vice-President

Sincerely,

Mark McKeel, Buyer  
City of Chattanooga  
Phone: (423) 643-7236 Fax: (423) 643-7244

May 16, 2018

Mr. Mark McKeel  
City of Chattanooga  
101 East 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402

**Subject: Polymer Contract Extension; Bid No. 304211**

Dear Mr. McKeel,

SNF/Polydyne Inc. would like to thank you for your business over the past several years. We value our partnership and wish to continue this relationship for another year by proposing a renewal of the subject Contract.

As you know, over the past year, energy, packaging and freight costs have all risen moderately. Raw material costs, however, have increased considerably. While SNF/Polydyne Inc. has absorbed these increases throughout this period, we are no longer able to continue to do so and must pass a portion of on to you, our valued customer. We deeply regret the circumstances necessitating this action and appreciate your understanding.

Effective June 16, 2018 through June 15, 2019, we propose to supply Clarifloc C-378 at \$0.425/lb. delivered in 2300 Lb. Totes.

Please be assured that we are closely monitoring all aspects of our business and are working to remain the low-cost polymer supplier. Should you have any questions, please feel free to contact me. Again, we thank you for your business and look forward to continuing our valued partnership.

Best regards,



Boyd Stanley  
Vice-President  
PH: (912) 880-2035



Mark McKeel <mmckeel@chattanooga.gov>

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## Contract Renewal Letter; Blanket PO# 538401 - Wet Weather Polymer

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Jim Spence <jspence@chattanooga.gov>

Mon, Jun 4, 2018 at 8:40 AM

To: Mary McCarthy <mmccarthy@chattanooga.gov>

Cc: Mark McKeel <mmckeel@chattanooga.gov>, Jeffrey Rose <jarose@chattanooga.gov>, Charles Thomas <cthomas@chattanooga.gov>

I talked to Charles and we would like to renew with the increase.

[Quoted text hidden]

Thanks,

James Spence

Maintenance Manager

City of Chattanooga | Department of Public Works

[423-643-7445](tel:423-643-7445) | [jspence@chattanooga.gov](mailto:jspence@chattanooga.gov)

[Twitter](#) | [Web](#) | 311



# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 736454 Vendor Alternate ID: 642  Polydyne Inc One Chemical Plant Road Riceboro, GA 31323
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PO Date: 27-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
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<b>Purchase Order Number 538401</b>
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
<b>Line Nbr</b>	<b>Item ID - Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Requisition No.: 133771 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
<b>DESCRIPTION:</b> This shall be a twelve (12) month blanket contract for the Supply and Delivery of Wet Weather Polymer for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****					
<b>NOTES:</b> The bid submitted by Polydyne Inc, dated 5-17-16 is hereby made a part of this contract, Payment Terms: Net 30 days Delivery Terms: As Needed *****					
<b>PRICE ESCALATION CLAUSE:</b> All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. *****					
APPROVED BY CITY COUNCIL ON MAY 24, 2016 *****					
<b>CONTRACT BEGINNING/ENDING DATES:</b> 6-15-2016 TO 6-15-2017 *****					
Vendor Contact: Mark Schlag Phone: 912-880-2035 Fax: 912-880-2078  6-27-16 Price per 2300# tote at \$0.318/lb (bid price)					

\*\*\*\*\* NOTICE \*\*\*\*\*

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 736454 Vendor Alternate ID: 642  Polydyne Inc One Chemical Plant Road Riceboro, GA 31323
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PO Date: 27-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 538401</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Wet Weather Polymer in 2300 lb. totes (Clarifloc C-378)	0.00	Each	\$ 765.9000	\$ 0.00

**TOTAL: \$ .00**

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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 736454 Vendor Alternate ID: 642  Polydyne Inc One Chemical Plant Road Riceboro, GA 31323
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PO Date: 27-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 538401</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 133771 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 .....					
DESCRIPTION: This shall be a twelve (12) month blanket contract for the Supply and Delivery of Wet Weather Polymer for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. .....					
NOTES: The bid submitted by Polydyne Inc. dated 5-17-16 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed .....					
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. .....					
APPROVED BY CITY COUNCIL ON MAY 24, 2016 .....					
CONTRACT BEGINNING/ENDING DATES: 6-15-2016 TO 6-15-2017 .....					
Vendor Contact: Mark Schlag Phone: 912-880-2035 Fax: 912-880-2078  6-27-16 Price per 2300# tote at \$0.318/lb (bid price)					

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 736454 Vendor Alternate ID: 642  Polydyne Inc One Chemical Plant Road Riceboro, GA 31323
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PO Date: 27-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 538401</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Wet Weather Polymer in 2300 lb. totes (Clarifloc C-378)	0.00	Each	\$ 765.9000	\$ 0.00

**TOTAL: \$ .00**

\*\*\*\*\* NOTICE \*\*\*\*\*

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# City of Chattanooga

Mayor Andy Berke

June 4, 2018

Mr. Justin Holland  
Public Works Department  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

**Subject: R171092 – Furnish & Install Cortez Flush Building – Parks Division –  
Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue a purchase order for the purchase and installation of one (1) Cortez Flush Building, for the Parks Division, Public Works Department.

This purchase from CXT, Inc. will be in the amount of \$56,480.60 utilizing the NJPA Contract No. 030117. A detailed quote is attached.

TCA 6-56-3-4-2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

I recommend this approval of this purchase to CXT, Inc., 3808 North Sullivan Road, Spokane Valley, WA 99216, in the amount of \$56,480.60.

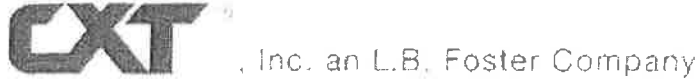
Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/dt

Attachments

Quote #: JCHA502D8Z-1



Mailing Address:  
CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216

Phone: (800) 696-5766  
Fax: (509) 928-8220  
Date: 04/23/2017

To: **City of Chattanooga**  
Public Works, Engineering Department  
Development Resource Center  
1250 Market Street, 2nd Floor  
Chattanooga, TN 37402

Attention: Ronald Simmons  
Phone: (423) 643-5869

Our quotation for the Cortez Flush Building building is as follows:

Cortez double flush toilet building with standard simulated cedar shake (Hunter Green) roof and barnwood (Golden Beige) wall texture, three 16-gauge galvanized steel doors and frames, vitreous china plumbing fixtures (2-lavatories, 2-water closets), two stainless steel soap dispensers, two Saniflow hand dryers, two 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, insulation and wall mounted heater package, ADA frost free drinking fountain, motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings included.

Per Building  
\$56,480.60

Freight

\$56,480.60

**FOB:** Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Chattanooga, TN area. Final connection of utilities included.

**Terms:** Net 30 with Credit Approval.

**Shipment:** Within 90 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.

**Notes:** Sales tax not included  
Number of Units: 1

**Important:** Tractor trailer and crane must have access to site and literally be able to set up next to utility pad for off loading of the building. If drop deck trailer cannot get next to the site then a \$2000 short trailer transfer or hydraulic trailer fee will be incurred. Road must allow standard 120' truck and trailer or short trailer transfer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Jeff Chambers  
JChambers@lbfoster.com

Accepted this 5 day of 23 2018

By City of Chattanooga James Bergdoll (Customer Name)

[Signature] (Signed)

## CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms  
Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law, or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. Quotation Term This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings  
Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.
5. Delivery  
Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1/12% of contract price per month or part of any month will be charged.
6. Fuel Costs  
Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. Responsibilities of the Customer
  - A. Stake exact location building is to be set, including orientation.
  - B. Provide clear and level site, free of overhead and/or underground obstructions.
  - C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
  - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
  - E. Customer is responsible for all permits required.
  - F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.
8. Access to Site  
For installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.  
To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.
9. Installation
  - A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
  - B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/ hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
  - C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
  - D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
  - E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.
10. Transportation  
Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....  
Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the

**Quote #:** JCHA502D8Z-1

tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long.

Must have 14' height clearance to access site.

Tioga Special - Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain - Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark II/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkIII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schwelzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder, breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



CXT Incorporated  
3808 N. Sullivan Road Bldg #7  
Spokane, WA 99216  
Ph. 800-696-5766 Fax 509-928-8270

## WORKSHEET

Complete One Form per Unit Ordered

Site Name & Address (or closest cross street): Sterchi Farm Park, 2882 Harrison Pike

City (or closest town): Chattanooga, Tennessee

Exterior Color Options: Mark with "X" (Two Tone Color Combinations W = Walls / R = Roof)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Sage Green
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input checked="" type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Evergreen
# _____ Special Roof Color	# _____ Special Wall Color	# _____ Special Trim Color	

(Greens not available in colored through concrete)

**Rock Color Selection:**

Basalt  Mtn Blend  Natural Grey  Romana

**Roof Textures:**

Cedar Shake  
 Ribbed Metal  
 Exposed Aggregate

**Wall Textures:**

Barnwood  Horizontal Lap  Napa Valley Rock  
 Split Face Block  Board & Batt  River Rock  
 Stucco / Skip Trowel  Brick  Field Stone

(Textures not included in CXT's Quote are additional cost)

**Door Opener:**

Non-Locking ADA Handle  
 Pull Handle/Push Plate  
 Privacy ADA Latch  
 Pull Handle/Push Plate w/ Slide Lock

**Deadbolt Option:**

CXT Supplied (Schlage)  
 Customer Supplied: \_\_\_\_\_  
Provide Type & Part Number

**Accessible Signage:**

Men  
 Women  
 Unisex

**Paper Holders:**

2 Roll Stainless Steel  
 3 Roll Stainless Steel

**NOTES or Customer Specified Parts Not Listed:**

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## DELIVERY AND INSTALLATION QUESTIONNAIRE

1. Customer: City of Chattanooga (Parks Dept.) Site location: Chattanooga, Tennessee
2. Your name: James Berdoll Title: Parks Director
3. Desired delivery date: July 3, 2018
4. Physical address: 2882 Harrison Pike Chattanooga, Tennessee 37406  
**Please provide written directions from the closest town to your job site (maps acceptable).**
5. Who will be the representative on site? Ronald Simmons Phone #: (423) 421-4506  
**NOTE: This person will have the ability to sign for the acceptance of the building as well as authorize any changes onsite.**
6. Is there cell phone coverage at the site?  YES  NO  
If NO, how far would we need to travel to get service? \_\_\_\_\_

**The trucks delivering your building can range from 75' to 120' long and can weigh up to 150,000 lbs. They require a 32' wide, firm surface to make a 90 degree turn. Some of the trailers only have 6 to 8 inches of ground clearance so even road camber can cause a problem. These trucks need a 14' wide by 15' tall clear path for travel and even wider clearance at corners.**

7. Will your site accommodate the scenario listed above?  YES  NO  
If NO, a short trailer will be required. This will be an extra cost of \$500-\$1700 depending on the building,
8. Is it possible that our transport driver will encounter any of the following on our way to the job site or during the installation (Including overhead obstacles):
- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Load limit bridges | <input type="checkbox"/> Seasonal road restrictions | <input type="checkbox"/> Switchback roads | <input type="checkbox"/> Low clearance |
| <input type="checkbox"/> Steep grade        | <input type="checkbox"/> Rough terrain              | <input type="checkbox"/> Trees or stumps  | <input type="checkbox"/> Power lines   |
| <input type="checkbox"/> Signs              | <input type="checkbox"/> Fences                     |   |  |

Please provide detail if any of the above apply.

9. Will the transport equipment be able to access the site in inclement weather (rain, snow, etc.)?  
 YES  NO

If NO, is there an alternate route to access the site?

10. Due to the weight, the equipment can damage underground utilities in parks. Is there any possibility of this happening?  YES  NO

**PLEASE NOTE: CUSTOMER IS RESPONSIBLE FOR MARKING THE EXACT LOCATION OF THE BUILDING AND A UTILITY LOCATE (CALL BEFORE YOU DIG) MUST BE DONE PRIOR TO OUR ARRIVAL FOR INSTALLATION.**

If YES, please explain:

11. Does a tractor trailer and a crane have the ability to get within 2 feet of the actual install site?  
 YES  NO

**Please reference the site mock ups to determine if either of these two scenarios is acceptable.**

12. Is the pad built to or the hole dug to the specifications provided by CXT?  YES  NO
13. Has the pad compaction and level been verified by a third party inspection?  YES  NO

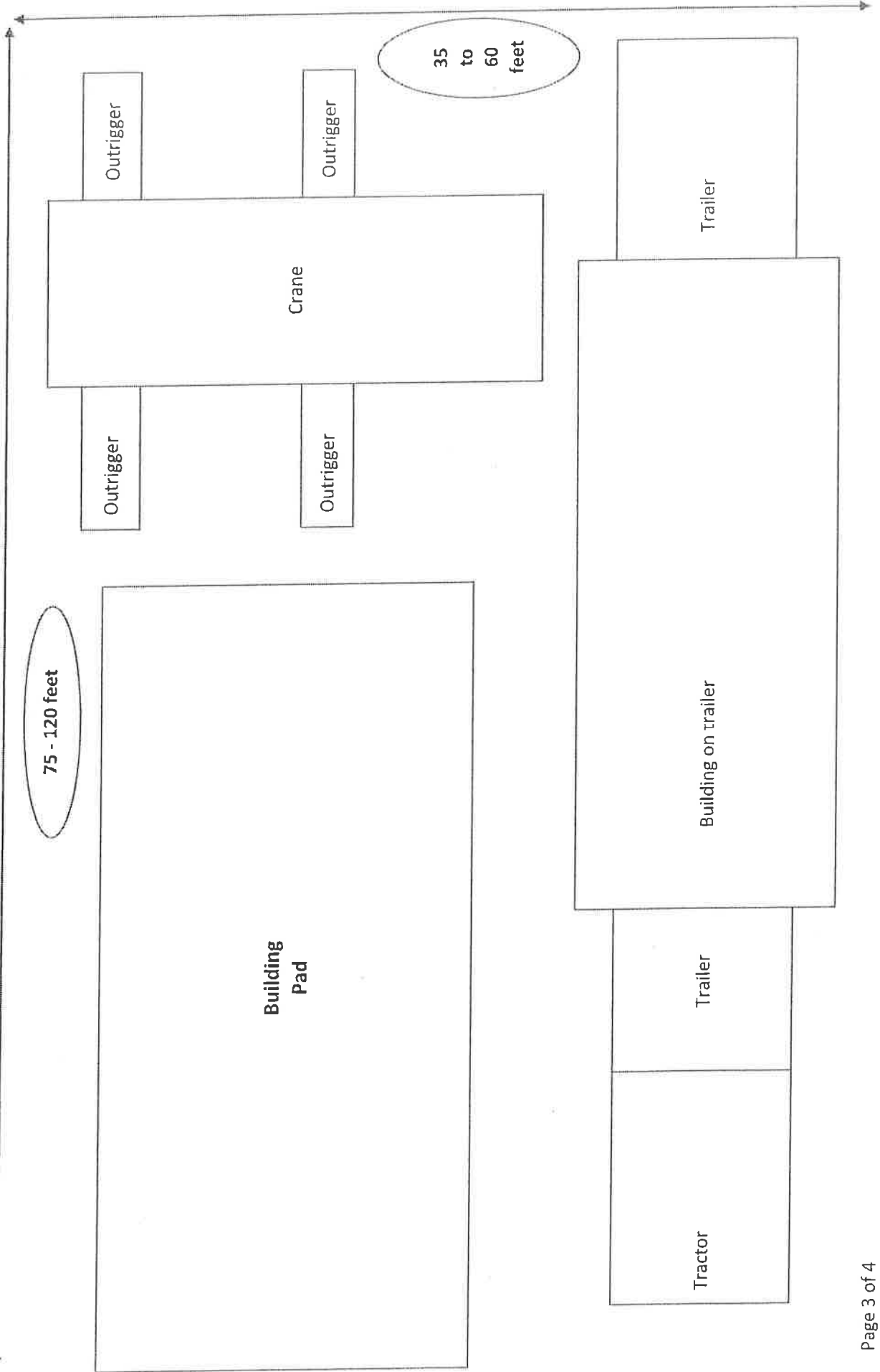
**NOTE: Your building pad is required to be constructed in accordance with the FOUNDATION DETAIL in your drawing packet as well as the CXT CONCRETE BUILDINGS SUBGRADE PREPARATION CHECKLIST. If this is not verified by a certified testing agency, your warranty may be voided.**

14. Are the stub ups correct per the drawing for your building?  YES  NO
15. Will a plumber and/ or electrician be on site to adjust the stub ups if they are not correct?  YES  NO  
**It is your responsibility to make sure that water and electricity are available and ready to be connected on the day of the installation and that the stub ups and pad are correct!**

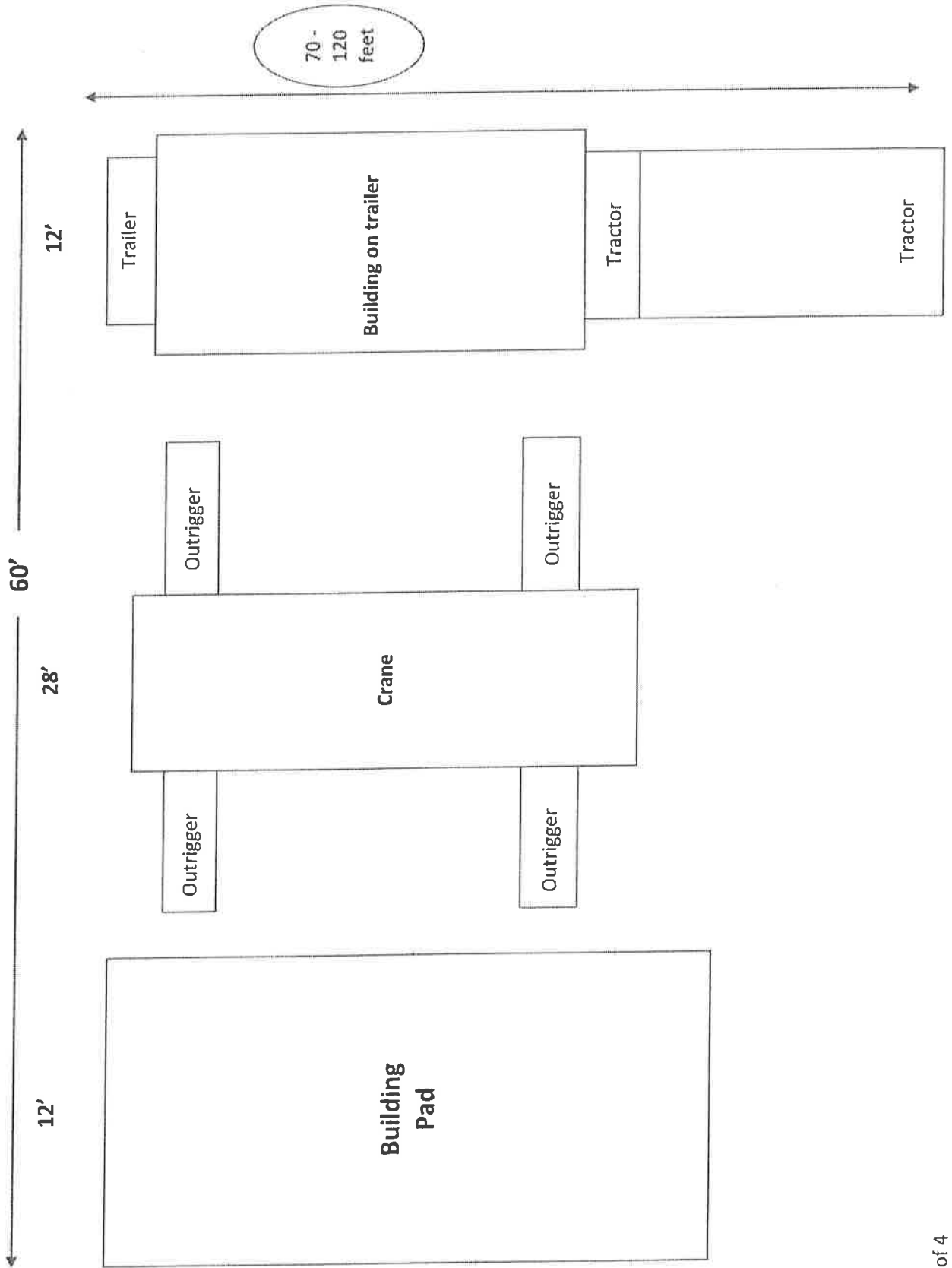
- ❖ There is a possibility that damage to your site may occur (sidewalks, grass, curbing, asphalt, underground utilities, etc.). While we do not accept liability for this damage, there may be steps we can take to minimize the potential for this damage (steel plates, gravel ramps, etc.) at an additional cost.
  - For forest service projects, per FAR 52.236-2, differing site conditions will need to be agreed upon prior to the start of the project.
- ❖ The installer will conduct a safety meeting the morning of the installation. Anyone who plans to be onsite during the installation is required to attend this meeting.
- ❖ Any work outside of this scope you will need to negotiate directly with the installer. it is up to their discretion whether or not to accept it!
- ❖ **IMPORTANT:** Additional charges can and/or will be charged to the customer for any out of scope site work including, but not limited to: any of the above listed conditions, temporary off load due to any cause (weather), short trailer transfer, blasting/rock removal, and larger than normal crane requirements. Please check with CXT if you have any concerns or questions

Please visit our website at <http://www.cxtinc.com> as it contains information that can be very helpful to you.

**Acceptable types of access to pad (distances vary by building and crane size)**



DELIVERY AND INSTALLATION QUESTIONNAIRE





Bonnie Woodward &lt;woodward@chattanooga.gov&gt;

**Confirmation Needed - CXT - Quote JCHA502D8Z-1**

3 messages

**Bonnie Woodward** <woodward@chattanooga.gov>

Thu, Jun 7, 2018 at 11:25 AM

To: jchambers@lbfooster.com

Cc: Debbie Talley &lt;dtalley@chattanooga.gov&gt;, James Bergdoll &lt;jbergdoll@chattanooga.gov&gt;

Good Morning,

Thank you for your attached quote to the City of Chattanooga. (Page 1-8 of the attached)

We do not appear to have reference to the following, on your quote:

Please confirm, at your earliest convenience:

- 1) The Quote JCHA502D8Z-1, dated 04/23/2017, will still be honored by CXT; and
- 2) The referenced quote is fully based on NJPA Contract - CXT Inc., #030117-CXT.

Thank you,

Bonnie Woodward

Bonnie Woodward  
Director of Purchasing  
City of Chattanooga  
101 East 11<sup>th</sup> Street  
Chattanooga, TN 37402  
(423) 643-7240  
(423) 643-7244 (fax)

[Procurement Manual](#)[Bids and Solicitations](#)[Vendor Registration](#) **20180607101848.pdf**  
640K**Jeff Chambers** <JChambers@lbfooster.com>

Thu, Jun 7, 2018 at 11:38 AM

To: Bonnie Woodward &lt;woodward@chattanooga.gov&gt;

Cc: Debbie Talley &lt;dtalley@chattanooga.gov&gt;, James Bergdoll &lt;jbergdoll@chattanooga.gov&gt;

Confirming that ref quote JCHA502D8Z-1 is honored and remains valid and is based off NJPA Contract..

Thank you,

Jeff Chambers  
Territory Sales Manager  
CXT Concrete Buildings  
PH: (800) 696-5766 x.3480  
Cell: (678) 206-6426

6/7/2018

City of Chattanooga Mail - Confirmation Needed - CXT - Quote JCHA502D8Z-1

jchambers@lbfooster.com

From: "Bonnie Woodward" <woodward@chattanooga.gov>  
To: jchambers@lbfooster.com  
Cc: "Debbie Talley" <dtalley@chattanooga.gov>, "James Bergdoll" <jbergdoll@chattanooga.gov>  
Date: 06/07/2018 11:25 AM  
Subject: Confirmation Needed - CXT - Quote JCHA502D8Z-1

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[Quoted text hidden]

[Vendor Registration](#)

[attachment "20180607101848.pdf" deleted by Jeff Chambers/LAW/FOSTER]

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**Bonnie Woodward** <woodward@chattanooga.gov>  
To: Jeff Chambers <JChambers@lbfooster.com>  
Cc: Debbie Talley <dtalley@chattanooga.gov>, James Bergdoll <jbergdoll@chattanooga.gov>

Thu, Jun 7, 2018 at 11:47 AM

Afternoon,

Thank you very much for the quick response.

Bonnie Woodward

Bonnie Woodward  
Director of Purchasing  
City of Chattanooga  
101 East 11<sup>th</sup> Street  
Chattanooga, TN 37402  
(423) 643-7240  
(423) 643-7244 (fax)

[Procurement Manual](#)

[Bids and Solicitations](#)

[Vendor Registration](#)

[Quoted text hidden]



Concrete Buildings

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

**HOW TO PURCHASE** ?  
Our step-by-step guide

**Vendor Contact Info**

Gary Burger, Nat'l Sales Manager  
Direct Phone: 254-717-0912  
[gburger@lbfoster.com](mailto:gburger@lbfoster.com)  
[www.cxtinc.com](http://www.cxtinc.com)

Sales  
Direct Phone: 800-696-5766  
[Sales@lbfoster.com](mailto:Sales@lbfoster.com)

**CXT Inc.**

**Contract Documentation(#030117-CXT)**

[Request for Proposal \(RFP\)](#)  
[Contract Acceptance & Award](#)

**Documentation of Competitive Solicitation Process**

[Affidavit of Advertisement](#)  
[Proposal Opening Witness Page](#)  
[Evaluation Committee Comment & Review](#)  
[Proposal Evaluation](#)  
[Board Minutes](#)







**NOTICE OF AWARD TO CXT INC.  
Request for Proposal #030117  
RECREATION AND PLAYGROUND EQUIPMENT,  
ACCESSORIES AND SUPPLIES**

April 13, 2017

CXT Inc.  
3808 N. Sullivan Blvd. #7  
Spokane Valley, WA 99216

Dear Mr. Burger:

Congratulations! You have been awarded an NJPA national contract for procurement of "Recreation and Playground Equipment, Accessories and Supplies." Your proposal was accepted, deemed responsive, evaluated, and recommended for award by NJPA's Evaluation Committee as a solution to meet our members' needs. NJPA's Chief Procurement Officer and the Executive Director have approved a contract award to CXT Inc., and this award will be effective on the date stated in the Acceptance and Award document.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. We have attached the NJPA Acceptance and Award. Please check to make sure that your organization's authorized representative has signed this document and has provided a fully executed copy to NJPA.

Gordy Thompson is your NJPA Contract Administrator and will be contacting you soon to discuss plans to make this contract a success for you and our members. Here is Gordy's contact information.

Office Phone: 218-894-5489  
Cell Phone: 218-866-0361  
Email: Gordy.Thompson@njpacoop.org

Sincerely,

Chris Robinson  
Contracts and Compliance Lead Analyst

cc: Gordy Thompson



# City of Chattanooga

Mayor Andy Berke

June 6, 2018

Mr. Justin Holland  
Administrator, Public Works Department  
Fleet Management Division  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

**Subject: 164280 / 304993 – Masonry Materials for Local Pickup – City Wide Services –  
Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue a twelve (12) month blanket contract for Masonry Materials for Local Pickup, with the option for two (2) additional twelve (12) month terms for an estimated annual amount of \$40,000.

The invitation to bid was sent to six (6) vendors as well as formally advertised. Bids were received from two (2) vendors as shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

T T Wilson Company  
Ramtool Construction Products

I recommend awarding the blanket contract for Masonry Materials for Local Pickup to T T Wilson Company, 1255 Central Avenue, Chattanooga, TN 37408, as the best complete bids meeting all specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments

Item #	Item	Quantity	TT Wilson Company Unit Price	Total Price	Ramtool Construction Supply Unit Price	Total Price
1	Expansion Joint Caps, 1/2" x 1/2" per Linear Foot	1000	\$ 0.24	\$ 240.00	\$ 0.18	\$ 180.00
2	Expansion Joint for Concrete, 1/2" x 4" x 10' per Linear Foot	1000	\$ 0.24	\$ 240.00	\$ 0.21	\$ 210.00
3	Expansion Joint for Concrete, 1/2" x 10" x 10' per Linear Foot	1000	\$ 0.60	\$ 600.00	\$ 0.682	\$ 682.00
4	Expansion Joint for Concrete, 1/2" x 6" x 10' per Linear Foot	1000	\$ 0.36	\$ 360.00	\$ 0.305	\$ 305.00
5	Expansion Joint for Concrete, 1/2" x 8" x 10' per Linear Foot	1000	\$ 0.48	\$ 480.00	\$ 0.412	\$ 412.00
6	Expansion Joint for Concrete, 1/2" x 12" x 10'; per Linear Foot	500	\$ 0.72	\$ 360.00	\$ 0.849	\$ 424.50
7	Expansion Joint for Concrete, 1/2" x 15' x 10' per Linear Foot	100	\$ 1.50	\$ 150.00	\$ 1.045	\$ 104.50
8	Sand Topping	100	\$ 5.35	\$ 535.00	\$ 5.46	\$ 546.00
9	Concrete Mix, Saccrate per 80 lb Bag	200	\$ 2.65	\$ 530.00	\$ 4.95	\$ 990.00
10	Type S Masonry Cement	200	\$ 8.55	\$ 1,710.00	\$ 10.83	\$ 2,166.00
11	Solid Plastic Pipe, 4' x 10'	10	\$ 6.80	\$ 68.00	\$ 4.65	\$ 46.50
12	Rebar #4 - 20' Length	50	\$ 7.45	\$ 372.50	\$ 6.89	\$ 344.50
13	Cement, Masonry Type N	50	\$ 8.15	\$ 407.50	\$ 9.75	\$ 487.50
14	Mortar Mix, Type S	100	\$ 8.55	\$ 855.00	\$ 8.29	\$ 829.00
15	Rebar #5 - 20' Length	10	\$ 9.65	\$ 96.50	\$ 10.29	\$ 102.90
16	Cement, Type 1 Portland, 94 lb Bags	20	\$ 10.15	\$ 203.00	\$ 13.29	\$ 265.80
17	Non-Shrink Grout	10	\$ 11.85	\$ 118.50	\$ 9.95	\$ 99.50
18	Finish Lime, 50 lb Bag	10	\$ 12.50	\$ 125.00	\$ 10.39	\$ 103.90
19	Red Mortar Color	10	\$ 14.00	\$ 140.00	\$ 7.45	\$ 74.50
20	Rebar #6 - 20' Length	10	\$ 14.55	\$ 145.50	\$ 13.89	\$ 138.90
21	Concrete Surface Retarder, Gel Form, 1 Gallon Pail	10	\$ 19.00	\$ 190.00	\$ 85.09	\$ 850.90
22	Rebar #7 - 20' Length	10	\$ 18.75	\$ 187.50	\$ 21.25	\$ 212.50
23	Wire Mesh, 6 x 6, 10 Gauge, Concrete Reinforcement Wire	10	\$ 23.00	\$ 230.00	\$ 18.93	\$ 189.30
24	Polyethylene, Clear 4 mil. 100' per roll, 10' width	50	\$ 25.00	\$ 1,250.00	\$ 24.50	\$ 1,225.00
25	Cement, Ser 45	10	\$ 27.50	\$ 275.00	\$ 39.00	\$ 390.00
26	Silt Fence, 3' x 100'	100	\$ 26.50	\$ 2,650.00	\$ 16.95	\$ 1,695.00
27	White Sand, Priced per Ton	100	\$ 30.50	\$ 3,050.00	\$ 34.65	\$ 3,465.00
28	Thorseal, Masonry Sealant	10	\$ 32.50	\$ 325.00	\$ 33.39	\$ 333.90
29	Polyethylene, Clear 6 mil. 100' per roll, 10' Width	50	\$ 34.25	\$ 1,712.50	\$ 26.95	\$ 1,347.50
30	Seal Master Waterproofing, per 5 Gallon Container	1	\$ 38.50	\$ 38.50	\$ 28.52	\$ 28.52
31	Euclid Verticoat Supreme	5	\$ 41.35	\$ 206.75	\$ 22.91	\$ 114.55
32	Wate Plug (to be used with cement per 5 Gallon)	5	\$ 44.00	\$ 220.00	\$ 32.70	\$ 163.50
33	Cement, Euco Speed Quick Set	5	\$ 44.00	\$ 220.00	\$ 18.75	\$ 93.75
34	Concrete Surface Retarder, Liquid Form	5	\$ 46.50	\$ 232.50	\$ 47.45	\$ 237.25
35	Polyethylene, Clear 4 mil. 100' per roll, 20' Width	5	\$ 50.00	\$ 250.00	\$ 44.65	\$ 223.25
36	Polyethylene, Clear 6 mil. 100' per roll, 20' Width	5	\$ 68.50	\$ 342.50	\$ 63.00	\$ 315.00
37	Concrete Surface Retarder, Gel Form, 5 Gallon Pail	5	\$ 74.50	\$ 372.50	\$ 85.09	\$ 425.45
<b>TOTAL:</b>				<b>\$19,489.25</b>		<b>\$19,823.37</b>

**T. T. Wilson  
P. O. Box 967  
Chattanooga, TN 37401-0967**

**Acme Brick Company  
308 West 47<sup>th</sup> Street  
Chattanooga, TN 37410**

**Grainger Industrial Supply  
902 Creekside Road  
Chattanooga, TN 37406**

**Ram Tool & Supply  
2011 Curtain Pole Road  
Chattanooga, TN 37406  
Attn: Michael Lockwood**

**Lowe's  
21890 Gunbarrel Road  
Chattanooga, TN 37421  
Attn: Todd Leamon**

**Roll-Aid Industrial Supply  
P.O. Box 2346  
Chattanooga, TN 37406  
Attn: Carla Clendenen**

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

<b>BID OPENING DATE AND TIME:</b> 31-MAY-18 at 2:00 PM  <b>BID NUMBER: 304993</b>
<b>BUYER:</b> PHONE #: (423) 643-7230 DELIVERY REQUIRED:

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 164280 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237  Items Being Purchased: Masonry Materials For Local Pickup  ATTACHMENTS: Iran Divestment Act Form No Contact/No Advocacy Notice Receipt Affirmative Action Plan City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.  Local Availability Requirement: It is a requirement of this contract that the vendor maintain a reasonable inventory of the items listed in this contract within a ten (10) mile distance from City Yards Tool Room, located 1001 East 12th Street, Chattanooga, TN 37403.  Price Escalation Clause: Vendor Shall Hold Prices Firm For The First (1st) Year Of The Contract. If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract shall be adjusted accordingly. All price increases must be justified by letters from your supplier and approved by the Purchasing Division.  This Shall Be A Twelve (12) Month Blanket Contract To Supply Masonry Material. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.  QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.  *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON May 31, 2018 ***  NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.  Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.  The City of Chattanooga reserves the right to reject any and/or all bids, waive any					

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
 31-MAY-18 at 2:00 PM

**BID NUMBER:** 304993

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
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informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

\*\*\*\* NOTE \*\*\*\*  
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name I.T. WILSON CO

Address 255 CENTRAL AVE  
37403

Phone/Toll-Free No. (423) 266-7165

Fax No. (423) 265-8396

eMail Address \_\_\_\_\_

Contact Person's Name JIM BENTLEY

Estimated Delivery AS REQUIRED

Minority-Owned Business \_\_\_\_\_ Small Business  Veteran \_\_\_\_\_

Minority Woman-Owned Business \_\_\_\_\_ Disabled Veteran \_\_\_\_\_

Woman-Owned Business \_\_\_\_\_

\*\*\*\* ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION \*\*\*\*

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT NET 30 DAYS

TELEPHONE NUMBER: 266-7165

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: I.T. WILSON CO

SIGNATURE: [Signature]

NAME AND TITLE: James E. Bentley  
PRESIDENT

# BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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BID OPENING DATE AND TIME:

31-MAY-18 at 2:00 PM

BID NUMBER: 304993

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Expansion Joint Caps, 1/2" x 1/2"	1000	<del>Each</del> LFT	<u>.24</u>	_____
2	Expansion Joint for Concrete, 1/2" x 4" x 10' per linear ft.	1000	<del>Each</del>	<u>.24</u>	_____
3	Expansion Joint for Concrete, 1/2" x 10" x 10' per linear ft.	1000	Each	<u>.60</u>	_____
4	Expansion Joint for Concrete, 1/2" x 6" x 10' per linear ft.	1000	<del>Each</del>	<u>.36</u>	_____
5	Expansion Joint for Concrete, 1/2" x 8" x 10' per linear ft.	1000	<del>Each</del>	<u>.48</u>	_____
6	Expansion Joint for Concrete, 1/2" x 12" x 10' per linear ft.	500	Each	<u>.72</u>	_____
7	Miscellaneous	1	Each	_____	_____
8	Expansion Joint for Concrete, 1/2" x 15" x 10' per linear ft.	100	Each	<u>1.50</u>	_____
9	Sand Topping	100	Each	<u>5.35</u>	_____
10	Concrete Mix, Saccrete Per 80lb bag	200	Each	<u>5.65</u>	_____

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: NET 30 DAYS

TELEPHONE NUMBER: \_\_\_\_\_

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
31-MAY-18 at 2:00 PM

**BID NUMBER:** 304993

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Type S Masonry Cement	200	Each	<u>8.55</u>	_____
12	Solid Plastic Pipe. 4' x 10'	10	Each	<u>6.90</u>	_____
13	Rebar #4 - 20' length	50	Each	<u>7.45</u>	_____
14	Cement, Masonry Type N	50	Each	<u>8.15</u>	_____
15	Mortar Mix, Type S	100	Each	<u>8.55</u>	_____
16	Rebar #5 - 20' length	10	Each	<u>9.05</u>	_____
17	Contract: Masonry materials. Cement, Type 1 Portland, 94 lb bags.	20	Each	<u>10.15</u>	_____
18	Non-Shrink Grout	10	Each	<u>11.85</u>	_____
19	Finish Lime, 50 lb bag	10	Each	<u>12.50</u>	_____
20	Red Mortar Color	10	Each	<u>14.00</u>	_____

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ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_



# BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
31-MAY-18 at 2:00 PM

**BID NUMBER:** 304993

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Rebar #6 - 20' length	10	Each	<u>4.55</u>	_____
22	Concrete Surface Retarder, Gel Form, 1 gallon pail	10	Each	<u>19.00</u>	_____
23	Rebar #7 - 20' length	10	Each	<u>18.75</u>	_____
24	Wire Mesh, 6x6, 10 gauge, Concrete Reinforcement Wire <del>SHEET</del>	10	Each	<u>23.00</u>	_____
25	Polyethylene, Clear 4 mil. 100' per roll, 10' width	50	Each	<u>25.00</u>	_____
26	Cement, set 45	10	Each	<u>27.50</u>	_____
27	Silt Fence, 3' x 100'	100	Each	<u>26.50</u>	_____
28	White Sand, priced per ton	100	Each	<u>30.50</u>	_____
29	Thoroseal, Masonry Sealant	10	Each	<u>32.50</u>	_____
30	Polyethylene, Clear 6 mil. 100' per roll, 10' width	50	Each	<u>34.25</u>	_____

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# BID SOLICITATION



City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
 31-MAY-18 at 2:00 PM

**BID NUMBER:** 304993

**BUYER:**  
**PHONE #:** (423) 643-7230  
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Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Seal Mastic Waterproofing, per 5 gallon container	1	Each	<u>38.50</u>	_____
32	Euclid Verticoat Supreme	5	Each	<u>41.35</u>	_____
33	Water Plug (To be used with cement per 5 gallon)	5	Each	<u>44.00</u>	_____
34	Cement, Euco Speed Quick Set	5	Each	<u>44.00</u>	_____
35	Concrete Surface Retarder, Liquid Form	5	Each	<u>46.50</u>	_____
36	Polyethylene, Clear 4 mil. 100' per roll, 20' width	5	Each	<u>50.00</u>	_____
37	Polyethylene, Clear 6 mil. 100' per roll, 20' width	5	Each	<u>68.50</u>	_____
38	Concrete Surface Retarder, Gel Form. 5 gallon pail	5	Each	<u>74.50</u>	_____

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_


## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

  
\_\_\_\_\_  
(Signature of Contractor)

T.T. WILSON CO.  
\_\_\_\_\_  
(Title and Name of Construction Company)

4/5/18  
\_\_\_\_\_  
(Date)

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.  
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

JAMES E. BUTLER

(BUSINESS NAME)

J.T. WILSON CO.

(DATE)

6/5/16

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

No Contact/No Advocacy

Notice Receipt

City of Chattanooga

Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

JAMES E. BENTLEY (Vendor Agent name), states that:

(I) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_

T.T. WILSON CO (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 304993, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Printed Name:

  
Title: President

JAMES E. BENTLEY, JR.

Date: 4/5/18



# City of Chattanooga

Mayor Andy Berke

June 6, 2018

Mr. Justin Holland  
Administrator, Public Works Department  
City Wide Services  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO Nos. 543984 & 543989 – Workforce Safety Equipment – City Wide Services – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO Nos. 543984 & 543989 for Workforce Safety Equipment, City Wide Services, Public Works Department. The City of Chattanooga is renewing the first (1<sup>st</sup>) contract renewal option for twelve (12) months through June, 2019, with one (1) renewal option remaining, for an estimated annual amount of \$40,000. A copy of the signed letters from the vendors and copies of the contracts are enclosed.

The original invitation to bid was sent to seven (7) vendors as well as formally advertised. Bids were received from four (4) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO Nos. 543984 & 543989 for Workforce Safety Equipment to Roll-Aid Industrial Supply, 1905 Long Street, Chattanooga, TN 37408 and D & T Trucking Company, 341 Gunstocker Road, Georgetown, TN 37336.

Respectfully yours,

A handwritten signature in blue ink that reads "Bonnie Woodward".

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments



**City of Chattanooga**  
Mayor Andy Berke

June 1, 2018

Roll-Aid Industrial Supply  
Attn: Carla Clendenen  
1905 Long Street  
Chattanooga, TN 37408

Subject: 543984 – Workforce Safety Equipment

Dear Ms. Clendenen:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

The new expiration date will be June 8, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov) if you agree to renewal.

As always, we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed: Carla Clendenen Date: 6/1/18

Sincerely,

Mark McKeel, Buyer  
City of Chattanooga  
Phone: (423) 643-7236 Fax: (423) 643-7244



# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 488959 Vendor Alternate ID: 748  Roll-Aid Industrial Supply Inc PO Box 2346 Chattanooga, TN 37409
--	---

PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543984</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
--	---

<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
<b>Line Nbr</b>	<b>Item ID - Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Requisition No.: 151226 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237  Items Being Purchased: Workforce Safety Equipment For Local Pickup  This Shall Be A Twelve (12) Month Blanket Contract To Supply Workforce Safety Equipment. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.  Vendor Contact: Carla Clendenen (423) 267-2930 (423) 267-2936 (fax) carla@roll-aid.net  City Contact: Sharon Smith (423) 643-6846  Contract Term: June 9, 2017 thru June 8, 2018					

\*\*\*\*\* NOTICE \*\*\*\*\*

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 488959 Vendor Alternate ID: 748  Roll-Aid Industrial Supply Inc PO Box 2346 Chattanooga, TN 37409
--	---

PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543984</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Safety Goggles, #EF-CREW-235 (Or Equal)	0.00	Each	\$ 1.0000	\$ 0.00
2	Safety Glasses, Starlite with Clear Lens, EYP-3330-4680	0.00	Each	\$ 0.6800	\$ 0.00
3	Safety Glasses, Starlite with Gray Lens, EYP-3330-4683	0.00	Each	\$ 0.6800	\$ 0.00
4	Earplugs, Form with Cord #EP-AEAR-311-1101 (Or Equal)	0.00	Each	\$ 0.1600	\$ 0.00
5	Knee Pads, #SM-ALLE-7105 (Or Equal)	0.00	Each	\$ 4.1000	\$ 0.00
6	Golashes, #86065 (Or Equal)	0.00	Each	\$ 20.6500	\$ 0.00
7	Knee Boots, #86102 (Or Equal)	0.00	Each	\$ 12.9500	\$ 0.00
8	Hip Boots #86056 (Or Equal)	0.00	Each	\$ 42.0000	\$ 0.00
9	Hard Hat, White #WILL-73BCWHITE (Or Equal)	0.00	Each	\$ 3.7000	\$ 0.00
10	Hard Hat, Orange #WILL-73BCORANGE (Or Equal)	0.00	Each	\$ 3.7000	\$ 0.00

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 488959 Vendor Alternate ID: 748  Roll-Aid Industrial Supply Inc PO Box 2346 Chattanooga, TN 37409
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543984</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Headgear, Snaplok, Ratchet Adjustment #EF-WILL-11380048	0.00	Each	\$ 3.9000	\$ 0.00
12	Visor, Clear M86 #EF-WILL-11390044	0.00	Each	\$ 1.4500	\$ 0.00
13	Safety Vest, Class II ANSI #LHV-4-ANSI-SUR-6XL - Siz 6X	0.00	Each	\$ 5.6300	\$ 0.00
14	Rainsuit Jacket, S-XL #CL-RIVE-200J (Or Equal)	0.00	Each	\$ 4.1800	\$ 0.00
15	Rainsuit Jacket, 2XL #CLRIVE-200J	0.00	Each	\$ 4.1800	\$ 0.00
16	Rainsuit Jacket, Size 3XL, #CL-RIVE-200J (or Equal)	0.00	Each	\$ 4.1800	\$ 0.00
17	Rainsuit Bibs, S-XL, #CL-RIVE-200BP (Or Equal)	0.00	Each	\$ 3.7500	\$ 0.00
18	Rainsuit Bibs, Size 2XL, #CL-RIVE-200BP (Or Equal)	0.00	Each	\$ 3.7500	\$ 0.00
19	Rainsuit Bibs, Size 3XL, #CL-RIVE-200BP (Or Equal)	0.00	Each	\$ 3.7500	\$ 0.00
20	Rainsuit, Complete, Size 4XL, #CL-RIVE-2003 (Or Equal)	0.00	Each	\$ 5.8800	\$ 0.00

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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 488959 Vendor Alternate ID: 748
	Roll-Aid Industrial Supply Inc PO Box 2346 Chattanooga, TN 37409

PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543984</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Rainsuit, Complete, Size 5XL, #CL-RIVE-2003 (Or Equal)	0.00	Each	\$ 6.8000	\$ 0.00
22	Rainsuit, Complete, Size 6XL, #CL-RIVE-2003 (Or Equal)	0.00	Each	\$ 6.8000	\$ 0.00
23	Coverall, Tyvec, Size XL #S1412-XL	0.00	Each	\$ 2.6500	\$ 0.00
24	Coverall, Tyvec, Size 2XL #S1412-XXL	0.00	Each	\$ 2.6500	\$ 0.00
25	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size M-XL	0.00	Each	\$ 3.9900	\$ 0.00
26	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size 2XL	0.00	Each	\$ 3.9900	\$ 0.00
27	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size 3XL	0.00	Each	\$ 3.9900	\$ 0.00
28	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size 4XL	0.00	Each	\$ 3.9900	\$ 0.00
29	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic A Plus, #CL-RIVE-240C-Small-Medium-Large	0.00	Each	\$ 5.4400	\$ 0.00
30	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-Extra Large	0.00	Each	\$ 5.4400	\$ 0.00

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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 488959 Vendor Alternate ID: 748  Roll-Aid Industrial Supply Inc PO Box 2346 Chattanooga, TN 37409
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543984</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-2XL	0.00	Each	\$ 5.4400	\$ 0.00
32	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-3XL	0.00	Each	\$ 5.4400	\$ 0.00
33	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-4XL	0.00	Each	\$ 5.4400	\$ 0.00
34	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-5XL	0.00	Each	\$ 5.4400	\$ 0.00
35	Rainsuit Jacket J53122, S-XL	0.00	Each	\$ 6.6500	\$ 0.00
36	Rainsuit Jacket J53122, 2XL - 3XL	0.00	Each	\$ 6.6500	\$ 0.00
37	Rainsuit Jacket J53122, 4XL - 5XL	0.00	Each	\$ 6.6500	\$ 0.00
38	Rainsuit Bib Overall, S-XL	0.00	Each	\$ 5.0000	\$ 0.00
39	Rainsuit Bib Overall, Size 2XL - 3XL	0.00	Each	\$ 5.0000	\$ 0.00
40	Rainsuit Bib Overall, Size 4XL - 5XL	0.00	Each	\$ 5.0000	\$ 0.00

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<b>V E N D O R</b>	Vendor Number: 488959 Vendor Alternate ID: 748  Roll-Aid Industrial Supply Inc PO Box 2346 Chattanooga, TN 37409
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543984</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
41	Miscellaneous Safety Products	0.00	Each	\$ 1.0000	\$ 0.00
42	Knee Pro UltraFlex III	0.00	Each	\$ 22.9500	\$ 0.00
43	Hip Boots Size 14	0.00	Each	\$ 46.0000	\$ 0.00
44	Hip Boots Size 15	0.00	Each	\$ 46.0000	\$ 0.00
45	Hip Boots Size 16	0.00	Each	\$ 46.0000	\$ 0.00
46	Respirator, 1740N95, 10 per box	0.00	Each	\$ 1.1800	\$ 0.00
47	Respirator, 3M 8200, 20 per box	0.00	Each	\$ 0.4500	\$ 0.00
48	Glasses, Safety Nylon Cord Lanyard	0.00	Each	\$ 0.3200	\$ 0.00
49	Head Band Ear Muffs, Thunder T3	0.00	Each	\$ 13.3000	\$ 0.00
50	5 Gallon Safety Gas Cans, Type I Metal	0.00	Each	\$ 34.5600	\$ 0.00

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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 488959 Vendor Alternate ID: 748  Roll-Aid Industrial Supply Inc PO Box 2346 Chattanooga, TN 37409
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543984</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
51	2 Gallon Safety Gas Cans, Type I Metal	0.00	Each	\$ 32.6800	\$ 0.00
52	Miscellaneous	0.00	Each	\$ 1.0000	\$ 0.00
53	3XL Coveralls, TYVEK	0.00	Each	\$ 2.6500	\$ 0.00
54	4XL Coveralls, TYVEK	0.00	Each	\$ 2.6500	\$ 0.00
55	5XL Coveralls, TYVEK	0.00	Each	\$ 2.6500	\$ 0.00
56	6XL Coveralls, TYVEK	0.00	Each	\$ 2.6500	\$ 0.00
57	Glasses Safety Over Clear	0.00	Each	\$ 1.2000	\$ 0.00
58	Glasses Safety Over Tinted	0.00	Each	\$ 1.2200	\$ 0.00

**TOTAL: \$ .00**

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**City of Chattanooga**  
Mayor Andy Berke

June 1, 2018

D & T Trucking Company  
Attn: David Weeks  
P.O. Box 869  
Ooltewah, TN 37363

Subject: 543989 – Workforce Safety Equipment

Dear Mr. Weeks:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same contracted price(s).

The new expiration date will be June 8, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov) if you agree to renewal.

As always, we appreciate the good service you have rendered in the past, and we look forward to working with you in the future.

Signed: \_\_\_\_\_

*David J. Weeks*

Date: \_\_\_\_\_

*6/4/18*

Sincerely,

*Mark McKeel*

Mark McKeel, Buyer  
City of Chattanooga  
Phone: (423) 643-7236 Fax: (423) 643-7244



# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 585129 Vendor Alternate ID: 6348  D & T Trucking Co P O Box 869 Ooltewah, TN 37363-0869
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543989</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
<b>Line Nbr</b>	<b>Item ID - Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Requisition No.: 151226 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237  Items Being Purchased: Workforce Safety Equipment For Local Pickup  This Shall Be A Twelve (12) Month Blanket Contract To Supply Workforce Safety Equipment. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.  Vendor Contact: David Weeks, II (423) 894-9494 (423) 899-8242 (fax) dandttrucking@yahoo.com  City Contact: Sharon Smith (423) 643-6846  Contract Term: June 9, 2017 thru June 8, 2018					

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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 585129 Vendor Alternate ID: 6348  D & T Trucking Co P O Box 869 Ooltewah, TN 37363-0869
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>543989</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Safety Goggles, #EF-CREW-235 (Or Equal)	0.00	Each	\$ 0.9500	\$ 0.00
2	Safety Glasses, Starlite with Clear Lens, EYP-3330-4680	0.00	Each	\$ 0.6500	\$ 0.00
3	Safety Glasses, Starlite with Gray Lens, EYP-3330-4683	0.00	Each	\$ 0.6500	\$ 0.00
4	Earplugs, Form with Cord #EP-AEAR-311-1101 (Or Equal)	0.00	Each	\$ 0.1400	\$ 0.00
5	Knee Pads, #SM-ALLE-7105 (Or Equal)	0.00	Each	\$ 5.9500	\$ 0.00
6	Golashes, #86065 (Or Equal)	0.00	Each	\$ 16.3000	\$ 0.00
7	Knee Boots, #86102 (Or Equal)	0.00	Each	\$ 12.6500	\$ 0.00
8	Hip Boots #86056 (Or Equal)	0.00	Each	\$ 44.0000	\$ 0.00
9	Hard Hat, White #WILL-73BCWHITE (Or Equal)	0.00	Each	\$ 3.6500	\$ 0.00
10	Hard Hat, Orange #WLL-73BCORANGE (Or Equal)	0.00	Each	\$ 2.7500	\$ 0.00

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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 585129 Vendor Alternate ID: 6348
	D & T Trucking Co P O Box 869 Ooltewah, TN 37363-0869

PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543989</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Headgear, Snaplok, Ratchet Adjustment #EF-WILL-11380048	0.00	Each	\$ 3.7500	\$ 0.00
12	Visor, Clear M86 #EF-WILL-11390044	0.00	Each	\$ 1.4000	\$ 0.00
13	Safety Vest, Class II ANSI #LHV-4-ANSI-SUR-6XL - Siz 6X	0.00	Each	\$ 8.5000	\$ 0.00
14	Rainsuit Jacket, S-XL #CL-RIVE-200J (Or Equal)	0.00	Each	\$ 4.2500	\$ 0.00
15	Rainsuit Jacket, 2XL #CLRIVE-200J	0.00	Each	\$ 4.2500	\$ 0.00
16	Rainsuit Jacket, Size 3XL, #CL-RIVE-200J (or Equal)	0.00	Each	\$ 4.2500	\$ 0.00
17	Rainsuit Bibs, S-XL, #CL-RIVE-200BP (Or Equal)	0.00	Each	\$ 3.6500	\$ 0.00
18	Rainsuit Bibs, Size 2XL, #CL-RIVE-200BP (Or Equal)	0.00	Each	\$ 3.6500	\$ 0.00
19	Rainsuit Bibs, Size 3XL, #CL-RIVE-200BP (Or Equal)	0.00	Each	\$ 3.6500	\$ 0.00
20	Rainsuit, Complete, Size 4XL, #CL-RIVE-2003 (Or Equal)	0.00	Each	\$ 6.5000	\$ 0.00

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101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 585129 Vendor Alternate ID: 6348  D & T Trucking Co P O Box 869 Ooltewah, TN 37363-0869
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
21	Rainsuit, Complete, Size 5XL, #CL-RIVE-2003 (Or Equal)	0.00	Each	\$ 6.6500	\$ 0.00
22	Rainsuit, Complete, Size 6XL, #CL-RIVE-2003 (Or Equal)	0.00	Each	\$ 7.0000	\$ 0.00
23	Coverall, Tyvec, Size XL #S1412-XL	0.00	Each	\$ 2.5000	\$ 0.00
24	Coverall, Tyvec, Size 2XL #S1412-XXL	0.00	Each	\$ 2.5000	\$ 0.00
25	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size M-XL	0.00	Each	\$ 4.2500	\$ 0.00
26	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size 2XL	0.00	Each	\$ 4.2500	\$ 0.00
27	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size 3XL	0.00	Each	\$ 4.2500	\$ 0.00
28	Safety Vest, #CL-CARO-LHV-6ANSI-PC Lime, Hi Visibility, Mesh, Class II with 2" Reflective Strip (2 vertical and 1 horizontal) - (No Exceptions) Size 4XL	0.00	Each	\$ 4.2500	\$ 0.00
29	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic A Plus, #CL-RIVE-240C-Small-Medium-Large	0.00	Each	\$ 4.6000	\$ 0.00
30	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-Extra Large	0.00	Each	\$ 4.6000	\$ 0.00

\*\*\*\*\* NOTICE \*\*\*\*\*

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Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 585129 Vendor Alternate ID: 6348  D & T Trucking Co P O Box 869 Ooltewah, TN 37363-0869
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543989</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
31	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-2XL	0.00	Each	\$ 4.6000	\$ 0.00
32	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-3XL	0.00	Each	\$ 4.6000	\$ 0.00
33	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-4XL	0.00	Each	\$ 4.6000	\$ 0.00
34	Rain Wear, Yellow Coat 35MM, PVC/Polyester/Corduroy Collar, Rivercity Classic Plus, #CL-RIVE-240C-5XL	0.00	Each	\$ 4.6000	\$ 0.00
35	Rainsuit Jacket J53122, S-XL	0.00	Each	\$ 4.2000	\$ 0.00
36	Rainsuit Jacket J53122, 2XL - 3XL	0.00	Each	\$ 4.2000	\$ 0.00
37	Rainsuit Jacket J53122, 4XL - 5XL	0.00	Each	\$ 5.6000	\$ 0.00
38	Rainsuit Bib Overall, S-XL	0.00	Each	\$ 3.5000	\$ 0.00
39	Rainsuit Bib Overall, Size 2XL - 3XL	0.00	Each	\$ 3.6500	\$ 0.00
40	Rainsuit Bib Overall, Size 4XL - 5XL	0.00	Each	\$ 4.6000	\$ 0.00

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# Purchase Order BLANKET



**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 585129 Vendor Alternate ID: 6348  D & T Trucking Co P O Box 869 Ooltewah, TN 37363-0869
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PO Date: 09-JUN-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 543989</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
41	Miscellaneous Safety Products	0.00	Each	\$ 1.0000	\$ 0.00
42	Knee Pro UltraFlex III	0.00	Each	\$ 16.9500	\$ 0.00
43	Hip Boots Size 14	0.00	Each	\$ 49.0000	\$ 0.00
44	Hip Boots Size 15	0.00	Each	\$ 49.0000	\$ 0.00
45	Hip Boots Size 16	0.00	Each	\$ 49.0000	\$ 0.00
46	Respirator, 1740N95, 10 per box	0.00	Each	\$ 0.8700	\$ 0.00
47	Respirator, 3M 8200, 20 per box	0.00	Each	\$ 0.3500	\$ 0.00
48	Glasses, Safety Nylon Cord Lanyard	0.00	Each	\$ 0.3000	\$ 0.00
49	Head Band Ear Muffs, Thunder T3	0.00	Each	\$ 12.9500	\$ 0.00
50	5 Gallon Safety Gas Cans, Type I Metal	0.00	Each	\$ 69.0000	\$ 0.00

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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 585129 Vendor Alternate ID: 6348  D & T Trucking Co P O Box 869 Ooltewah, TN 37363-0869
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
51	2 Gallon Safety Gas Cans, Type I Metal	0.00	Each	\$ 67.0000	\$ 0.00
52	Miscellaneous	0.00	Each	\$ 1.0000	\$ 0.00
53	3XL Coveralls, TYVEK	0.00	Each	\$ 2.5000	\$ 0.00
54	4XL Coveralls, TYVEK	0.00	Each	\$ 2.5000	\$ 0.00
55	5XL Coveralls, TYVEK	0.00	Each	\$ 2.5000	\$ 0.00
56	6XL Coveralls, TYVEK	0.00	Each	\$ 2.5000	\$ 0.00
57	Glasses Safety Over Clear	0.00	Each	\$ 2.5000	\$ 0.00
58	Glasses Safety Over Tinted	0.00	Each	\$ 2.5000	\$ 0.00

**TOTAL: \$ .00**

\*\*\*\*\* NOTICE \*\*\*\*\*

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# City of Chattanooga

Mayor Andy Berke

June 6, 2018

Mr. Justin Holland  
Administrator, Public Works Department  
Facilities Management Division  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402

**Subject: 166020 / 305039 – Fencing Materials, Repairs & Installation – City Wide – Facilities Management Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to issue two (2) blanket contracts for Fencing Materials, Repair & Installation, City Wide, Facilities Management Division, Public Works Department. The contracts will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for the contracts is \$200,000 annually.

The invitation to bid was sent to nine (9) vendors as well as formally advertised. Bids were received from two (2) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

River City Fence Inc.  
Heritage Fence & Repair

I recommend awarding the blanket contracts for Fencing Materials, Repairs & Installation to River City Fence Inc, 23 DeSai Lane, Ringgold, GA 30736 and Heritage Fence & Repair, Inc, 1506 Caramel Circle, Hixson, TN 37343, as the best complete bids meeting specifications for the City of Chattanooga.

Respectfully yours,

A handwritten signature in blue ink that reads "Bonnie Woodward".

Bonnie Woodward  
Director of Purchasing

BW/mlm

Attachments



**Bid Tabulation - Bid 305039 / Req No. 166020  
Fencing Materials, Repairs & Installation**

Item #	Description	River City Fence Inc.			Heritage Fence & Repair		
		Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price
1	New Swing Gates - 4' Single, per Unit	EA	\$ 125.00		\$ 125.00		
2	New Swing Gates - 6' Single, per Unit	EA	\$ 175.00		\$ 145.00		
3	New Swing Gates - 8' Single, per Unit	EA	\$ 250.00		\$ 225.00		
4	New Swing Gates - 4' Double, per Unit	EA	\$ 250.00		\$ 300.00		
5	New Swing Gates - 6' Double, per Unit	EA	\$ 350.00		\$ 300.00		
6	New Swing Gates - 8' Double, per Unit	EA	\$ 500.00		\$ 300.00		
7	Cantilever Gates - 10' Single, per Unit	EA	\$ 1,425.00		\$ 500.00		
8	Cantilever Gates - 12' Single, per Unit	EA	\$ 1,650.00		\$ 600.00		
9	Cantilever Gates - 14' Single, per Unit	EA	\$ 1,875.00		\$ 700.00		
10	Cantilever Gates - 16' Single, per Unit	EA	\$ 2,100.00		\$ 800.00		
11	Cantilever Gates - 10' Double, per Unit	EA	\$ 1,975.00		\$ 725.00		
12	Cantilever Gates - 12' Double, per Unit	EA	\$ 2,200.00		\$ 775.00		
13	Cantilever Gates - 14' Double, per Unit	EA	\$ 2,425.00		\$ 825.00		
14	Cantilever Gates - 16' Double, per Unit	EA	\$ 2,650.00		\$ 900.00		
15	Chain Link Security Fence - 4' per Foot	FT	\$ 10.00		\$ 10.00		
16	Chain Link Security Fence - 6' per Foot	FT	\$ 14.00		\$ 14.00		
17	Chain Link Security Fence - 8' per Foot	FT	\$ 18.00		\$ 18.00		
18	Chain Link Security Fence - 10' per Foot	FT	\$ 22.00		\$ 22.00		
19	Three (3) Rows Barbed Wire atop any Height Fence, per Foot	FT	\$ 4.00		\$ 2.25		
20	Materials not Listed % Markup	EA	10%		5%		
21	Labor Rates per Hour; Installation of Gates/Fencing other than Standard Fence Described in General Specifications	HR	\$ 100.00		\$ 125.00		
22	Labor Rates per Hour; Removal and Disposal of 9-gauge or smaller wire for Chain Link Fencing from 3' to 12' High	HR	\$ 100.00		\$ 75.00		
23	Labor Rates per Hour; Repair Existing Fence or Related	HR	\$ 100.00		\$ 100.00		
<b>TOTAL</b>				<b>\$ 18,318.00</b>	<b>\$ 7,586.25</b>		
Contact:		Teddy Villar			Kathryn Gardner		
Location:		23 Desa Lane			1506 Caramel Circle		
		Ringgold, GA 30736			Hixson, TN 37343		

**A-Affordable Fence Company**  
7601 Hixson Pike  
Hixson, TN 37343

**All Fences Company**  
628 Marlboro Avenue  
East Ridge, TN 37412

**Brown Fence Company Inc**  
4150 South Creek Road  
Chattanooga, TN 37406

**Fence Masters**  
3212 North Hawthorne Street  
Chattanooga, TN 37406

**Generation Fence Company**  
611 East Garden Farm Road  
Rossville, GA 30741

**Heritage Fence & Repair, Inc**  
1506 Caramel Circle  
Hixson, TN 37343

**Lakeshore Fence, LLC**  
112 Milburn Road  
Hendersonville, TN 37075

**Quality Fence Company**  
1241 Birmingham Highway  
Chattanooga, TN 37419

**River City Fence**  
23 Desai Lane  
Ringgold, GA 30736

Date: March 21, 2018

Requisition No.: 166020

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Bid (RFB) for the City of Chattanooga, Tennessee**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on April 10, 2018*

**Requisition / Bid No.: R166020 / 305039  
Ordering Dept.: Facilities Management / City Wide  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Fencing Material, Repairs and Installation**

\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\*  
2:00 P.M., EST on April 10, 2018**

\*\*\*\*\*

**\*\*\*PRE-BID CONFERENCE WILL BE CONDUCTED\*\*\*  
10:00 A.M., EST on March 29, 2018**

\*\*\*\*\*

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informality in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City's Standard Terms and Conditions may be found on website:  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

**Note: ALL BIDS MUST BE SIGNED**


All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** River City Fence Inc.  
**Mailing Address:** 23 Desai Lane  
**City & Zip Code:** Ringgold, GA 30736  
**Phone/Toll Free No.:** 423-894-1400  
**Fax No.:** \_\_\_\_\_  
**E-Mail Address:** Teddy Villar @gmail.com

**Contact Person:** Teddy Villar

**Company Title:** President

**Signature:** 

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

<b>BID OPENING DATE AND TIME:</b> 10-APR-18 at 2:00 PM  <b>BID NUMBER: 305039</b>
<b>BUYER:</b> <b>PHONE #:</b> (423) 643-7230 <b>DELIVERY REQUIRED:</b>

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

<b>V</b>	RFQ
<b>E</b>	
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<b>M</b>	City of Chattanooga
<b>A</b>	101 East 11th Street, Suite G13
<b>I</b>	Chattanooga, TN 37402
<b>L</b>	
<b>T</b>	
<b>O</b>	

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

\*\*\*\* NOTE \*\*\*\*  
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name River City Fence Inc.  
 Address 23 Desci' Lane  
Ringgold, GA 30736  
 Phone/Toll-Free No. 423-894-1400  
 Fax No. \_\_\_\_\_  
 eMail Address Teddyvillar@gmail.com  
 Contact Person's Name Teddy Villar  
 Estimated Delivery \_\_\_\_\_  
 Minority-Owned Business \_\_\_\_\_ Small Business  Veteran \_\_\_\_\_  
 Minority Woman-Owned Business \_\_\_\_\_ Disabled Veteran \_\_\_\_\_  
 Woman-Owned Business \_\_\_\_\_

\*\*\*\* ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION \*\*\*\*

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: Net 30  
 TELEPHONE NUMBER: 423-894-1400

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: River City Fence Inc.  
 SIGNATURE:   
 NAME AND TITLE: Teddy Villar President

# BID SOLICITATION



**City of Chattanooga**  
**101 East 11th Street, Suite G13**  
**Chattanooga, TN 37402**

**BID OPENING DATE AND TIME:**  
 10-APR-18 at 2:00 PM

**BID NUMBER: 305039**

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**BUYER:**  
**PHONE #: (423) 643-7230**  
**DELIVERY REQUIRED:**

**V**  
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**T**  
**O**

City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 166020 / 305039 Ordering Dept.: Facilities Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Fencing Materials, Repairs & Installation					
<b>ATTACHMENTS:</b> Specifications (9 pages) Bid Form (2 page) Affirmative Action Plan (2 pages) Insurance Requirements (2 pages) Iran Divestment Act Disclosure (1 page)					
*** Please Note: There will be more than one (1) contract for this solicitation. The City of Chattanooga has the right to award to at least two (2) vendors or more depending on the evaluation of the bids.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Fencing Materials, Repairs and Installation for City Wide use.					
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
<b>Price Escalation Clause:</b> If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON APRIL 10, 2018 ***					
City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a>					
If you can't download call buyer for a copy.					
<b>NOTE:</b> <b>ALL BIDS MUST BE SIGNED</b> All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
 10-APR-18 at 2:00 PM

**BID NUMBER: 305039**

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

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City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Blanket Purchase Order to Provide Fencing, Repairs and Intallation Per COC Specifications. Please use attached Bid Form for bidding	1	Year	_____	_____

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 423-894-1400

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: River City Fence Inc.

SIGNATURE: *[Signature]*

NAME AND TITLE: Freddy Miller President

**Specifications for Blanket Contract**

**To Supply**

**Fencing, Repairs & Installation**

**for the**

**City of Chattanooga, Tennessee**

**March 2018**

**1.0 Scope of Services**

The Scope of Services included in these Specifications shall be for City Wide Fencing, Repairs and Installation, both routinely scheduled and on an as needed basis, for the City of Chattanooga.

Any questions or comments related to the services described in these specifications may be directed to Mr. Mark McKeel, Buyer, City of Chattanooga Purchasing Division, phone 423-643-7236.

**1.1 Basis of Bidding**

The Contractor shall submit two (2) copies of the bid documents utilizing the City's Standard Bid Form and attached list of items for bid.

The **installation cost** per hour shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs.

The **labor cost** per hour shall be for the service and repairs to existing fencing and shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs.

The bill shall be awarded on the basis of the unit costs as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code. No travel or mileage costs will be paid by the City.

***The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the City.***

**1.2 Submittals**

**1.2.1 Bid Bond**

Not Required

**1.2.2 Performance Bond**

Not Required

**1.2.3 Qualifications**

The Vendor shall submit a brief company history of providing services similar to those specified herein, including a list of personnel that will be performing work under this contract.

**1.3 General Conditions and Instructions to Bidders**

The Vendor shall comply with the Terms and Conditions posted on website <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions> that has been made a part of this solicitation.

**1.4 Length of Contract**

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide firm rates for the first year of the Contract.

The City and Vendor shall have the option of mutually extending the Contract for two (2) additional one (1) year periods.

**1.5 Insurance**

The Vendor shall, prior to award of the Contract, furnish proof and maintain in force insurance requirements at the minimum limits specified in the attachment "Requirements for Insurance Coverage."

**1.6 Warranty**

The Vendor shall warrant and guarantee the work performed for a period of one (1) year following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.



## **2.0 Services and Other Requirements**

### **2.1 General**

#### **2.1.1 Subcontractors**

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

#### **2.1.2 Compliance with Applicable Regulations**

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations.

The Vendor's personnel shall comply with all City facilities work rules and regulations when on site.

#### **2.1.3 Inspection**

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

#### **2.1.4 Failure to Provide Services and Termination of Contract**

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of two (2) consecutive working days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor for the above, but not limited to the reasons listed above.

## 2.2 Description of Contracted Services

### 2.2.1 General

- a. The Vendor shall provide fencing materials, repairs to existing fencing, and installation of new fencing for the City of Chattanooga facilities. The Vendor shall provide all standard tools/incidentals required to complete a job, labor, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- b. The Vendor shall provide the services as scheduled by the City or on an "as needed" basis as requested by the City.
- c. The Vendor shall review the various projects and assignments with City personnel, to determine labor and materials necessary, and to provide any other planning, sketches, drawings, product research, or other requirements of the work.
- d. The Vendor shall be responsible for the storage and security of all fencing materials and supplies at all times and until installed and approved by the City representative.
- e. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal are removed, all equipment is properly stored, and the work area is completely cleaned.
- f. For fencing projects requiring installation, the Vendor shall provide a detailed job estimate for each job requested to the City of Chattanooga organization ordering the services prior to beginning any work. The estimate should include a list of required materials, labor charges, installation charges, and a detailed drawing.
- g. For fencing materials that are to be delivered, the Vendor shall provide a detailed estimate for each request to the City of Chattanooga organization. This estimate should include a list of required materials to complete the job, delivery charges, and a detailed drawing.
- h. The Vendor shall estimate all projects as local jobs only and shall **NOT** charge mileage or travel time for labor or equipment to or from the jobsite.

## **2.2.2 City Supplied Services**

The City will provide the following services:

- a. Designate a City representative to coordinate each assignment and/or project with Vendor's personnel.
- b. Provide access to City facilities for execution of the work.

## **2.3 General Fencing Requirements**

**2.3.1** All fencing materials shall meet or exceed American Society for Testing and Materials (ASTM) standards for various materials specified herein and shall include:

- a. ASTM A116-11 specification for metallic-coated, steel woven wire fence fabric
- b. ASTM A392-11a for zinc-coated steel chain-link fence fabric
- c. ASTM A491-11 specification for aluminum-coated steel chain-link fence fabric
- d. ASTM F668-17 specifications for polyvinyl chloride (PVC), polyolefin and other polymer-coated steel chain-link fence fabric
- e. ASTM F626-14 specification for fence fittings
- f. ASTM F900-11 specification for industrial and commercial steel swing gates
- g. ASTM F567-14a practice for construction of chain-link fence
- h. ASTM F969-11 practice for construction of chain-link tennis court fence
- i. ASTM F1083-16 specification for pipe steel, hot-dipped zinc-coated (galvanized) welded, for fence structures
- j. ASTM F1184-16 specification for industrial and commercial horizontal slide gates
- k. ASTM F2000-10 guide for fences for baseball and softball fields
- l. ASTM F2049-11 standard safety performance specification for fences/barriers for public, commercial and multi-family residential use outdoor play area
- m. ASTM F2200-17 specification for automated vehicular gate construction
- n. ASTM F2611-15 guide for design and construction of chain-link security fencing

**2.3.2** Chain-link fencing to be provided for a safe and secure work environment with economical options to secure perimeters and/or to enclose hazardous areas from the public.

- 2.3.3 Decorative commercial-grade wrought iron and custom decorative fence styles may be requested. Details of work will be provided for estimating purposes. Material will be provided with a vendor mark up and labor will be an established rate.
- 2.3.4 Wood fencing types constructed of pressure-treated pine, cedar or redwood may be requested. Details of work will be provided for estimating purposes. Material will be provided with a vendor mark up and labor will be an established rate.
- 2.3.5 Gates for crossroads, large sliding gates for property entrances 12' – 38' and other gates of various materials and sizes as required including concrete padwork as required.
- 2.3.6 The Contractor shall remove earth, trees, brush, and other obstructions that interferes with fence construction, with the approval of the City's designee.
- 2.3.7 The Contractor shall be required to remove and dispose of old fencing (if applicable), install new fencing or repair existing fencing at various locations throughout the City, on an as needed basis.
- 2.3.8 The Contractor shall connect new fences to existing fences (where applicable). Place a corner post with a brace for each direction of strain at each junction with an existing fence. Fasten the wire in the new and existing fences to each post.
- 2.3.9 The Contractor shall crown each concrete footing to shed water.
- 2.3.10 The Vendor shall provide to the City items not listed under this contract at a cost plus vendor's mark up. Invoice to the City must include material invoice and show invoice total and mark up as separate items.

### **3.0 Contract Starting Date**

The Contract for the full services shall begin immediately on the effective date of the award of the contract.

#### **4.0 Payments of Services**

Payment shall be made in accordance with City procedures. Invoices should be sent to the following address:

City of Chattanooga  
Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
Email: [acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

And a copy of the invoice sent to the requesting department.:

## General Specifications

### Chain-Link Security Fence (Standard):

- All sizes and gauges for pipe posts, rods and wires are outside diameters.
- All fence material and fittings shall be of high grade domestic quality steel and shall bear markings as being such.
- Fence material shall be 9 gauge galvanized chain-link fencing with 2" mesh.
- Corner or end posts shall be SCH 40, 2-7/8" galvanized steel pipe.
- Line posts shall be SCH 40 2" galvanized steel pipe.
- Intermediate posts shall be required at 250' intervals and at grade changes exceeding 5%.
- Top Rail shall be 1-5/8" galvanized tubing with SS20 wall thickness.
- Corner and intermediate posts rail and tension rod panel to join posts in both directions.
- Three (3) rows of barbed wire atop any height fence shall be priced per foot installed.
- Post spacing is 10' maximum.
- Fill clear openings greater than 3" with chain-link fabric. For opening less than 18" tie chain-link fabric to posts.
- Steel bands at tension bars shall be 1/8" x 1" minimum, spaced at 16" maximum.
- Concrete for chain-link fence post footings shall be P-610. All other concrete, including sill, barrier, footings and slabs for gates posts, shall be P-610.
- Footings must be poured against undisturbed earth or form and compact backfill to 95% relative compaction.
- Tension wires must be 8 gauge galvanized wire. Galvanized bolts and nuts for attaching braces and straps to metal posts and galvanized devices for holding barbed wire and wire mesh in position must be commercial quality. Each staple used to fasten barbed wire and wire mesh fabric to wood posts must be at least 1-3/4 inches long and manufactured from 9 gauge galvanized wire.
- Wire used to fasten garbed wire and wire mesh to metal posts must be galvanized and at least 11 gauge. Clips and hog rings used for metal posts must be at least 9 gauge.
- Wire used to tie the lower line of barbed wire to the top wire of wire mesh must be 12 gauge galvanized wire.

## General Specifications (Cont.)

### Gates:

- Each gate includes one (1) gate with fittings, hardware, gate and latch posts with braces and include installation.
- Constructing a gate in an existing fence includes removal of the fence.
- Each gate must have a combination steel or malleable iron catch and locking attachment that does not rotate around the latch post.
- Each walk gate must be a minimum of 4 feet wide.
- A gate greater than 8 feet in length must have vertical stays such that no panel exceeds 8 feet in length.
- Each gate must have at least two (2) steel or malleable iron hinges at least 3 inches in width such that the gate is securely clamped to the gate post and permits the gate to be swung back against the fence. The bottom hinge must have a socket to take the ball end of the gate frame.
- Stops to hold gates open and a center rest with catch shall be provided where required

## Bid Form

### Section 1: Materials

#### **A. Gates**

New Swing Gates – installed with all required hardware (clamp-on hinges, fork latches, etc.)

4' single	\$ <u>125.00</u>	per unit	4' double	\$ <u>250.00</u>	per unit
6' single	\$ <u>175.00</u>	per unit	6' double	\$ <u>350.00</u>	per unit
8' single	\$ <u>250.00</u>	per unit	8' double	\$ <u>500.00</u>	per unit

Cantilever Gates – 4" SCH 40 Nylon Rollers installed with all required hardware (clamp-on hinges, fork latches, etc.)

10' single	\$ <u>1425.00</u>	per unit	10' double	\$ <u>1975.00</u>	per unit
12' single	\$ <u>1650.00</u>	per unit	12' double	\$ <u>2200.00</u>	per unit
14' single	\$ <u>1875.00</u>	per unit	14' double	\$ <u>2425.00</u>	per unit
16' single	\$ <u>2100.00</u>	per unit	16' double	\$ <u>2650.00</u>	per unit

#### **B. Standard Chain-Link Security Fence per General Specifications, including all required hardware and installation**

4'	\$ <u>10.00</u>	per foot
6'	\$ <u>14.00</u>	per foot
8'	\$ <u>18.00</u>	per foot
10'	\$ <u>22.00</u>	per foot

Three (3) rows barbed wire atop any height fence

\$ 4.00 per foot installed

#### **C. Material not otherwise listed**

10 % mark-up for other materials. Invoice to be provided to City per Section 2.3.10



3/28/18



**Section 2: Labor Rates**

Please bid all items in this section. Failure to do so may disqualify bid.

1. Installation of gates/fencing other than Standard Fence described in General Specifications

\$ 100.00 per hour

2. Remove and dispose of 9 gauge or smaller wire for chain-link fencing from 3' to 12' high

\$ 100.00 per hour

3. Repair existing fence or related

\$ 100.00 per hour



3/28/18

**No Contact/No Advocacy**

**Notice Receipt**

City of Chattanooga  
Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

Teddy Villar (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_

River City Ferre Inc. (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # R166020 / 305039, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:



Printed Name:

Teddy Villar

Title: President

Date: 3/28/18

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.  
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED)



(PRINTED NAME)

Teddy Villar

(BUSINESS NAME)

River City Fence, Inc.

(DATE)

3/28/18

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

  
\_\_\_\_\_  
(Signature of Contractor)

*President River City Fence Trc*  
\_\_\_\_\_  
(Title and Name of Construction Company)

*3/28/18*  
\_\_\_\_\_  
(Date)

## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of Insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and Certificates of Insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all States in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damages whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

Date: March 21, 2018

Requisition No.: 166020

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Bid (RFB) for the City of Chattanooga, Tennessee**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on April 10, 2018*

**Requisition / Bid No.: R166020 / 305039  
Ordering Dept.: Facilities Management / City Wide  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Fencing Material, Repairs and Installation**

\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\*  
2:00 P.M., EST on April 10, 2018**

\*\*\*\*\*

**\*\*\*PRE-BID CONFERENCE WILL BE CONDUCTED\*\*\*  
10:00 A.M., EST on March 29, 2018**

\*\*\*\*\*

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informality in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City's Standard Terms and Conditions may be found on website:  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

**Note: ALL BIDS MUST BE SIGNED**

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** Hentage Fence & Repair  
**Mailing Address:** 1506 Caramel Circle  
**City & Zip Code:** Hixson, TN 37343  
**Phone/Toll Free No.:** 931-249-9652  
**Fax No.:** \_\_\_\_\_  
**E-Mail Address:** KathrynClumgardner@gmail.com  
**Contact Person:** Kathryn Gardner  
**Company Title:** President  
**Signature:** Kathryn Gardner



# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**

10-APR-18 at 2:00 PM

**BID NUMBER: 305039**

**BUYER:**

**PHONE #: (423) 643-7230**

**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V**  
**E** RFQ  
**N**  
**D**  
**O**  
**R**

**M** City of Chattanooga  
**A** 101 East 11th Street, Suite G13  
**I** Chattanooga, TN 37402  
**L**  
**T**  
**O**

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition / Bid No.: 166020 / 305039  
 Ordering Dept.: Facilities Management, Public Works  
 Buyer: Mark McKeel  
 Phone No.: 423-643-7236

Items Being Purchased: Fencing Materials, Repairs & Installation

**ATTACHMENTS:**

- Specifications (9 pages)
- Bid Form (2 page)
- Affirmative Action Plan (2 pages)
- Insurance Requirements (2 pages)
- Iran Divestment Act Disclosure (1 page)

\*\*\* Please Note: There will be more than one (1) contract for this solicitation. The City of Chattanooga has the right to award to at least two (2) vendors or more depending on the evaluation of the bids.

This Shall Be A Twelve (12) Month Blanket Contract To Supply Fencing Materials, Repairs and Installation for City Wide use.

The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.

\*\*\*\* Vendor Shall Hold Prices Firm for First (1st) Year of Contract \*\*\*\*

**Price Escalation Clause:**

If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.

QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.

\*\*\* BID MUST BE RECEIVED NO LATER THAN \*\*\*  
 \*\*\* 2:00 PM EST ON APRIL 10, 2018 \*\*\*

City of Chattanooga (COC) Terms and Conditions posted on Website  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

If you can't download call buyer for a copy.

**NOTE:**

**ALL BIDS MUST BE SIGNED**

All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
 10-APR-18 at 2:00 PM

**BID NUMBER:** 305039

---

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V**  
**E** RFQ  
**N**  
**D**  
**O**  
**R**

**M** City of Chattanooga  
**A** 101 East 11th Street, Suite G13  
**I** Chattanooga, TN 37402  
**L**  
**T**  
**O**

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

\*\*\*\* NOTE \*\*\*\*  
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name Heritage Fence & Repair  
 Address 1506 Caramel Circle  
Hixson, TN 37343  
 Phone/Toll-Free No. 931-249-9652  
 Fax No. \_\_\_\_\_  
 eMail Address kathrynclaragardner@gmail.com  
 Contact Person's Name Kathryn Gardner  
 Estimated Delivery ASAP  
 Minority-Owned Business \_\_\_\_\_ Small Business  Veteran \_\_\_\_\_  
 Minority Woman-Owned Business \_\_\_\_\_ Disabled Veteran \_\_\_\_\_  
 Woman-Owned Business

\*\*\*\* ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION \*\*\*\*

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 931-249-9652

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: Heritage Fence & Repair

SIGNATURE: Kathryn Gardner

NAME AND TITLE: Kathryn Gardner, President

# BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

## BID OPENING DATE AND TIME:

10-APR-18 at 2:00 PM

**BID NUMBER:** 305039

## BUYER:

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

## SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Blanket Purchase Order to Provide Fencing, Repairs and Intallation Per COC Specifications. Please use attached Bid Form for bidding	1	Year	_____	_____

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 931-249-9652

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: Heritage Fence & Repair

SIGNATURE: Kathryn Gardner

NAME AND TITLE: Kathryn Gardner, President

**Specifications for Blanket Contract**

**To Supply**

**Fencing, Repairs & Installation**

**for the**

**City of Chattanooga, Tennessee**

**March 2018**

**1.0 Scope of Services**

The Scope of Services included in these Specifications shall be for City Wide Fencing, Repairs and Installation, both routinely scheduled and on an as needed basis, for the City of Chattanooga.

Any questions or comments related to the services described in these specifications may be directed to Mr. Mark McKeel, Buyer, City of Chattanooga Purchasing Division, phone 423-643-7236.

**1.1 Basis of Bidding**

The Contractor shall submit two (2) copies of the bid documents utilizing the City's Standard Bid Form and attached list of items for bid.

The **installation cost** per hour shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs.

The **labor cost** per hour shall be for the service and repairs to existing fencing and shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs.

The bill shall be awarded on the basis of the unit costs as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code. No travel or mileage costs will be paid by the City.

***The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the City.***

**1.2 Submittals**

**1.2.1 Bid Bond**

Not Required

**1.2.2 Performance Bond**

Not Required

**1.2.3 Qualifications**

The Vendor shall submit a brief company history of providing services similar to those specified herein, including a list of personnel that will be performing work under this contract.

**1.3 General Conditions and Instructions to Bidders**

The Vendor shall comply with the Terms and Conditions posted on website <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions> that has been made a part of this solicitation.

**1.4 Length of Contract**

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide firm rates for the first year of the Contract.

The City and Vendor shall have the option of mutually extending the Contract for two (2) additional one (1) year periods.

**1.5 Insurance**

The Vendor shall, prior to award of the Contract, furnish proof and maintain in force insurance requirements at the minimum limits specified in the attachment "Requirements for Insurance Coverage."

**1.6 Warranty**

The Vendor shall warrant and guarantee the work performed for a period of one (1) year following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.

## **2.0 Services and Other Requirements**

### **2.1 General**

#### **2.1.1 Subcontractors**

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

#### **2.1.2 Compliance with Applicable Regulations**

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations.

The Vendor's personnel shall comply with all City facilities work rules and regulations when on site.

#### **2.1.3 Inspection**

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

#### **2.1.4 Failure to Provide Services and Termination of Contract**

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of two (2) consecutive working days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor for the above, but not limited to the reasons listed above.

## 2.2 Description of Contracted Services

### 2.2.1 General

- a. The Vendor shall provide fencing materials, repairs to existing fencing, and installation of new fencing for the City of Chattanooga facilities. The Vendor shall provide all standard tools/incidentals required to complete a job, labor, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- b. The Vendor shall provide the services as scheduled by the City or on an "as needed" basis as requested by the City.
- c. The Vendor shall review the various projects and assignments with City personnel, to determine labor and materials necessary, and to provide any other planning, sketches, drawings, product research, or other requirements of the work.
- d. The Vendor shall be responsible for the storage and security of all fencing materials and supplies at all times and until installed and approved by the City representative.
- e. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal are removed, all equipment is properly stored, and the work area is completely cleaned.
- f. For fencing projects requiring installation, the Vendor shall provide a detailed job estimate for each job requested to the City of Chattanooga organization ordering the services prior to beginning any work. The estimate should include a list of required materials, labor charges, installation charges, and a detailed drawing.
- g. For fencing materials that are to be delivered, the Vendor shall provide a detailed estimate for each request to the City of Chattanooga organization. This estimate should include a list of required materials to complete the job, delivery charges, and a detailed drawing.
- h. The Vendor shall estimate all projects as local jobs only and shall **NOT** charge mileage or travel time for labor or equipment to or from the jobsite.

### **2.2.2 City Supplied Services**

The City will provide the following services:

- a. Designate a City representative to coordinate each assignment and/or project with Vendor's personnel.
- b. Provide access to City facilities for execution of the work.

## **2.3 General Fencing Requirements**

**2.3.1** All fencing materials shall meet or exceed American Society for Testing and Materials (ASTM) standards for various materials specified herein and shall include:

- a. ASTM A116-11 specification for metallic-coated, steel woven wire fence fabric
- b. ASTM A392-11a for zinc-coated steel chain-link fence fabric
- c. ASTM A491-11 specification for aluminum-coated steel chain-link fence fabric
- d. ASTM F668-17 specifications for polyvinyl chloride (PVC), polyolefin and other polymer-coated steel chain-link fence fabric
- e. ASTM F626-14 specification for fence fittings
- f. ASTM F900-11 specification for industrial and commercial steel swing gates
- g. ASTM F567-14a practice for construction of chain-link fence
- h. ASTM F969-11 practice for construction of chain-link tennis court fence
- i. ASTM F1083-16 specification for pipe steel, hot-dipped zinc-coated (galvanized) welded, for fence structures
- j. ASTM F1184-16 specification for industrial and commercial horizontal slide gates
- k. ASTM F2000-10 guide for fences for baseball and softball fields
- l. ASTM F2049-11 standard safety performance specification for fences/barriers for public, commercial and multi-family residential use outdoor play area
- m. ASTM F2200-17 specification for automated vehicular gate construction
- n. ASTM F2611-15 guide for design and construction of chain-link security fencing

**2.3.2** Chain-link fencing to be provided for a safe and secure work environment with economical options to secure perimeters and/or to enclose hazardous areas from the public.



- 2.3.3 Decorative commercial-grade wrought iron and custom decorative fence styles may be requested. Details of work will be provided for estimating purposes. Material will be provided with a vendor mark up and labor will be an established rate.
- 2.3.4 Wood fencing types constructed of pressure-treated pine, cedar or redwood may be requested. Details of work will be provided for estimating purposes. Material will be provided with a vendor mark up and labor will be an established rate.
- 2.3.5 Gates for crossroads, large sliding gates for property entrances 12' – 38' and other gates of various materials and sizes as required including concrete padwork as required.
- 2.3.6 The Contractor shall remove earth, trees, brush, and other obstructions that interferes with fence construction, with the approval of the City's designee.
- 2.3.7 The Contractor shall be required to remove and dispose of old fencing (if applicable), install new fencing or repair existing fencing at various locations throughout the City, on an as needed basis.
- 2.3.8 The Contractor shall connect new fences to existing fences (where applicable). Place a corner post with a brace for each direction of strain at each junction with an existing fence. Fasten the wire in the new and existing fences to each post.
- 2.3.9 The Contractor shall crown each concrete footing to shed water.
- 2.3.10 The Vendor shall provide to the City items not listed under this contract at a cost plus vendor's mark up. Invoice to the City must include material invoice and show invoice total and mark up as separate items.

### **3.0 Contract Starting Date**

The Contract for the full services shall begin immediately on the effective date of the award of the contract.

#### **4.0 Payments of Services**

Payment shall be made in accordance with City procedures. Invoices should be sent to the following address:

City of Chattanooga  
Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
Email: [acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

And a copy of the invoice sent to the requesting department.:

## General Specifications

### Chain-Link Security Fence (Standard):

- All sizes and gauges for pipe posts, rods and wires are outside diameters.
- All fence material and fittings shall be of high grade domestic quality steel and shall bear markings as being such.
- Fence material shall be 9 gauge galvanized chain-link fencing with 2" mesh.
- Corner or end posts shall be SCH 40, 2-7/8" galvanized steel pipe.
- Line posts shall be SCH 40 2" galvanized steel pipe.
- Intermediate posts shall be required at 250' intervals and at grade changes exceeding 5%.
- Top Rail shall be 1-5/8" galvanized tubing with SS20 wall thickness.
- Corner and intermediate posts rail and tension rod panel to join posts in both directions.
- Three (3) rows of barbed wire atop any height fence shall be priced per foot installed.
- Post spacing is 10' maximum.
- Fill clear openings greater than 3" with chain-link fabric. For opening less than 18" tie chain-link fabric to posts.
- Steel bands at tension bars shall be 1/8" x 1" minimum, spaced at 16" maximum.
- Concrete for chain-link fence post footings shall be P-610. All other concrete, including sill, barrier, footings and slabs for gates posts, shall be P-610.
- Footings must be poured against undisturbed earth or form and compact backfill to 95% relative compaction.
- Tension wires must be 8 gauge galvanized wire. Galvanized bolts and nuts for attaching braces and straps to metal posts and galvanized devices for holding barbed wire and wire mesh in position must be commercial quality. Each staple used to fasten barbed wire and wire mesh fabric to wood posts must be at least 1-3/4 inches long and manufactured from 9 gauge galvanized wire.
- Wire used to fasten garbed wire and wire mesh to metal posts must be galvanized and at least 11 gauge. Clips and hog rings used for metal posts must be at least 9 gauge.
- Wire used to tie the lower line of barbed wire to the top wire of wire mesh must be 12 gauge galvanized wire.

## General Specifications (Cont.)

### Gates:

- Each gate includes one (1) gate with fittings, hardware, gate and latch posts with braces and include installation.
- Constructing a gate in an existing fence includes removal of the fence.
- Each gate must have a combination steel or malleable iron catch and locking attachment that does not rotate around the latch post.
- Each walk gate must be a minimum of 4 feet wide.
- A gate greater than 8 feet in length must have vertical stays such that no panel exceeds 8 feet in length.
- Each gate must have at least two (2) steel or malleable iron hinges at least 3 inches in width such that the gate is securely clamped to the gate post and permits the gate to be swung back against the fence. The bottom hinge must have a socket to take the ball end of the gate frame.
- Stops to hold gates open and a center rest with catch shall be provided where required

## Bid Form

### Section 1: Materials

#### A. Gates

New Swing Gates – installed with all required hardware (clamp-on hinges, fork latches, etc.)

4' single	\$ <u>125</u> per unit	4' double	\$ <u>300</u> per unit
6' single	\$ <u>145</u> per unit	6' double	\$ <u>300</u> per unit
8' single	\$ <u>225</u> per unit	8' double	\$ <u>300</u> per unit

Cantilever Gates – 4" SCH 40 Nylon Rollers installed with all required hardware (clamp-on hinges, fork latches, etc.)

10' single	\$ <u>500</u> per unit	10' double	\$ <u>725</u> per unit
12' single	\$ <u>600</u> per unit	12' double	\$ <u>775</u> per unit
14' single	\$ <u>700</u> per unit	14' double	\$ <u>825</u> per unit
16' single	\$ <u>800</u> per unit	16' double	\$ <u>900</u> per unit

#### B. Standard Chain-Link Security Fence per General Specifications, including all required hardware and installation

4'	\$ <u>10</u> per foot
6'	\$ <u>14</u> per foot
8'	\$ <u>18</u> per foot
10'	\$ <u>22</u> per foot

Three (3) rows barbed wire atop any height fence

\$ 2.25 per foot installed

#### C. Material not otherwise listed

5 % mark-up for other materials. Invoice to be provided to City per Section 2.3.10

**Section 2: Labor Rates**

Please bid all items in this section. Failure to do so may disqualify bid.

1. Installation of gates/fencing other than Standard Fence described in General Specifications

\$ 125 per hour

2. Remove and dispose of 9 gauge or smaller wire for chain-link fencing from 3' to 12' high

\$ 75 per hour

3. Repair existing fence or related

\$ 100 per hour

## **Heritage Fence & Repair**

Established January 2016, Heritage Fence & Repair is a family-owned company offering superior quality fencing with courteous customer service at an affordable cost.

We offer solutions for all of your fencing needs including galvanized chain-link, vinyl-coated chain-link, custom-built wood, ornamental aluminum, vinyl privacy, and picket, pool enclosures, handrails, dumpster enclosures, both residential and commercial. In addition, we repair, pressure wash, stain, seal, and paint fencing of all kinds.

### **References**

Kim Gann

City Of East Ridge

4320 Bennett Road

East Ridge, TN 37412

423-490-0078

[kgann@eastridgetn.gov](mailto:kgann@eastridgetn.gov)

Monty Rowland

Decatur Police Department

116 N Main Street

Decatur, TN 37322

423-334-5716

[montyrowland@decaturtn.net](mailto:montyrowland@decaturtn.net)

Tyler Mills

Morgan Construction

690 Manufacturers Road

Chattanooga, TN 37405

423-266-6218

[tmills@morganconstruction.com](mailto:tmills@morganconstruction.com)

## **Personnel**

Kathryn Gardner

Philip Gardner

Tristan McCroskey

Garrett Wilson

Daniel Howard



## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

Kathryn Gardner  
(Signature of Contractor)

President Heritage Fence & Repair  
(Title and Name of Construction Company)

4/9/2018  
(Date)

## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of Insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and Certificates of Insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all States in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damages whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.  
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) Kathryn Gardner  
(PRINTED NAME) Kathryn Gardner  
(BUSINESS NAME) Heritage Fence & Repair  
(DATE) 4/4/2018

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

**No Contact/No Advocacy**

**Notice Receipt**  
City of Chattanooga  
Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

Kathryn Gardner (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_

Heritage Fence & Repair (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305039, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Kathryn Gardner

Printed Name:

Kathryn Gardner

Title: President

Date: 4/9/2018