### Last saved on 09/04/2018 8:13 AM

# TUESDAY, SEPTEMBER 4, 2018 CITY COUNCIL REVISED AGENDA 6:00 PM

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

### V. <u>Ordinances – Final Reading</u>:

#### **PLANNING**

a. 2018-119 Patrick Moore (R-4 Special Zone to C-5 Neighborhood Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 4393 Benton Drive, more particularly described herein, from R-4 Special Zone to C-5 Neighborhood Commercial Zone, subject to certain conditions. (District 5) (Alternate Version)

### VI. <u>Ordinances – First Reading</u>:

### ECONOMIC AND COMMUNITY DEVELOPMENT

a. An ordinance amending Chattanooga City Code, Chapter 26, Article III, Sections 26-56, 26-57, and 26-58, relating to Miller Park.

### PUBLIC WORKS AND TRANSPORTATION

#### **Public Works**

- b. MR-2017-110 D.L. Enterprises (Abandonment). An ordinance closing and abandoning a sewer easement located at 5565 Cassandra Smith, as detailed on the attached map, subject to certain conditions. (District 3) (Recommended for approval by Public Works)
- c. MR-2018-109 Ben Mies/Pratt & Associates, LLC (Abandonment). An ordinance closing and abandoning a sewer easement located at 5424 Cassandra Smith, as detailed on the attached map, subject to certain conditions. (District 3) (Recommended for approval by Public Works)

### VII. **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 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, in 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 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, in 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 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, in the amount of \$2,354.00 per term. (District 6)
- d. 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 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, in the amount of \$6,842.00 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 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, in the amount of \$2,376.00 per term. (District 6)
- f. 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 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, in the amount of \$17,270.00 per term. (District 6)

### PUBLIC WORKS AND TRANSPORTATION

### **Public Works**

- g. A resolution authorizing the approval of Change Order No. 1 for Progressive Maritime Services, LLC of Hixson, TN, Contract No. R-16-008-201, Ross's Landing Water Cannon Pump Re-Installation, for an increase in the amount of \$30,000.00, for a revised contract amount not to exceed \$50,500.00. (District 7) (Deferred from 8/21/18) (Revised)
- h. A resolution authorizing the Administrator for the Department of Public Works to enter into an Agreement for Grant Administration Services with Southeast Tennessee Development District for technical and professional administrative services for five (5) City projects financed through Clean Water State Revolving Loan Fund, for a total project cost not to exceed \$41,500.00.

### **Transportation**

- i. A resolution authorizing the Chattanooga Area Regional Transportation Authority (CARTA) to apply for a Congestion Mitigation and Air Quality Improvement (CMAQ) Grant from the Tennessee Department of Transportation for expansion of CARTA's electric bus fleet, with the City's portion not to exceed \$650,000.00, for an amount not to exceed \$3,250,000.00.
- VIII. Purchases.
- IX. Other Business.
- X. Committee Reports.
- XI. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- XII. Adjournment.

# TUESDAY, SEPTEMBER 11, 2018 CITY COUNCIL AGENDA 6:00 PM

- 1. Call to Order.
- 2. Pledge of Allegiance/Invocation (Councilwoman Coonrod).
- 3. Minute Approval.
- 4. Special Presentation.
- 5. <u>Ordinances Final Reading</u>:

### ECONOMIC AND COMMUNITY DEVELOPMENT

a. An ordinance amending Chattanooga City Code, Chapter 26, Article III, Sections 26-56, 26-57, and 26-58, relating to Miller Park.

### PUBLIC WORKS AND TRANSPORTATION

### **Public Works**

- b. MR-2017-110 D.L. Enterprises (Abandonment). An ordinance closing and abandoning a sewer easement located at 5565 Cassandra Smith, as detailed on the attached map, subject to certain conditions. (District 3) (Recommended for approval by Public Works)
- c. MR-2018-109 Ben Mies/Pratt & Associates, LLC (Abandonment). An ordinance closing and abandoning a sewer easement located at 5424 Cassandra Smith, as detailed on the attached map, subject to certain conditions. (District 3) (Recommended for approval by Public Works)

### 6. <u>Ordinances – First Reading:</u>

### **PLANNING**

a. 2018-159 UCI, LLC c/o Kurtis Morris (R-2 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1005 Beason Drive, from R-2 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone. (District 1) (Recommended for approval by Planning and recommended for denial by Staff)

b. 2018-150 John Wise (R-3 Residential Zone and R-4 Special Zone to E-RA-2 Zone for 330 Tucker Street and from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Zone for 309 Tremont Street). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 309 Tremont Street and 330 Tucker Street, more particularly described herein, from R-3 Residential Zone and R-4 Special Zone to E-RA-2 Zone for 330 Tucker Street and from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Zone for 309 Tremont Street, subject to certain conditions. (District 2) (Planning Version)

2018-150 John Wise (R-3 Residential Zone and R-4 Special Zone to E-RA-2 Zone for 330 Tucker Street and from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Zone for 309 Tremont Street). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 309 Tremont Street and 330 Tucker Street, more particularly described herein, from R-3 Residential Zone and R-4 Special Zone to E-RA-2 Zone for 330 Tucker Street and from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Zone for 309 Tremont Street, subject to certain conditions. (Staff Version)

2018-150 John Wise (R-3 Residential Zone and R-4 Special Zone to E-RA-2 Zone for 330 Tucker Street and from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Zone for 309 Tremont Street). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 309 Tremont Street and 330 Tucker Street, more particularly described herein, from R-3 Residential Zone and R-4 Special Zone to E-RM-3 Urban Edge Residential Multi-Unit 3 Stories Maximum. (Applicant Version)

c. 2018-152 Jay E. Floyd, PE (R-1 Residential Zone, R-2 Residential Zone, and C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5731 and 5739 Grubb Road, 5959, 5967, 5971, and parts of 5931 and 5953 Winding Lane, more particularly described herein, from R-1 Residential Zone, R-2 Residential Zone, and C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. (District 3) (Recommended for approval by Planning)

2018-152 Jay E. Floyd, PE (R-1 Residential Zone, R-2 Residential Zone, and C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5731 and 5739 Grubb Road, 5959, 5967, 5971, and parts of 5931 and 5953 Winding Lane, more particularly described herein, from R-1 Residential Zone, R-2 Residential Zone, and C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. (Staff Version)

- 2018-152 Jay E. Floyd, PE (R-1 Residential Zone, R-2 Residential Zone, and C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5731 and 5739 Grubb Road, 5959, 5967, 5971, and parts of 5931 and 5953 Winding Lane, more particularly described herein, from R-1 Residential Zone, R-2 Residential Zone, and C-2 Convenience Commercial Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone. (Applicant Version)
- d. 2018-155 MAP Engineers, LLC (R-1 Residential Zone to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 2216, 2228, 2242, and 2252 Murray Lane and part of 7608 Shallowford Road, from R-1 Residential Zone to R-3 Residential Zone, subject to certain conditions. (District 4) (Recommended for approval by Planning)
  - 2018-155 MAP Engineers, LLC (R-1 Residential Zone to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 2216, 2228, 2242, and 2252 Murray Lane and part of 7608 Shallowford Road, from R-1 Residential Zone to R-3 Residential Zone, subject to certain conditions. (Staff Version)
  - 2018-155 MAP Engineers, LLC (R-1 Residential Zone to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 2216, 2228, 2242, and 2252 Murray Lane and part of 7608 Shallowford Road, from R-1 Residential Zone to R-3 Residential Zone. (Applicant Version)
- e. 2018-156 Charles Adamson and Adamson Developers, LLC (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 in the 4900 block of Pattentown Road, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (District 4) (Recommended for approval by Planning and Staff)
  - 2018-156 Charles Adamson and Adamson Developers, LLC (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 in the 4900 block of Pattentown Road, from R-1 Residential Zone to C-2 Convenience Commercial Zone. (Applicant Version)

- f. 2018-154 Don Skiles c/o Rocky Chambers (R-1 Residential Zone to R-3MD Moderate Density Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 2805 Silverdale Road, more particularly described herein, from R-1 Residential Zone to R-3MD Moderate Density Zone. (District 6) (Recommended for denial by Planning and Staff)
- g. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Zone Regulations, Division 16, C-4 Planned Commerce Center Zone, by deleting Section 38-252, Maximum Height Structure, in its entirety and substituting in lieu thereof, and by adding a new Section 38-253, Maximum Building Height Deviation.
- h. An ordinance amending Chattanooga City Code, Chapter 6, Articles IV and V, Coin-Operated Devices and Family Amusement Centers. (Sponsored by Chairman Smith and Councilman Ledford)

### 7. **Resolutions:**

### **COUNCIL OFFICE**

a. A resolution authorizing the waiver of use fees and damages fees at the Jack Benson Heritage Park for the Friends of East Brainerd "Bark in the Park" event to be held on October 13, 2018, in the amount of \$925.00. (District 4)

### ECONOMIC AND COMMUNITY DEVELOPMENT

- b. A resolution authorizing the Administrator for the Department of Economic and Community Development to renew blanket Contract No. 545655 with the sole demolition contractor, Tower Construction, for demolition services from September 25, 2018 through September 25, 2019, for an amount not to exceed \$580,000.00.
- c. A resolution to award a contract to ABC Weatherization related to the HUD Office of Lead Hazard Control and Healthy Homes Grants for lead hazard control remediation services, for an amount not to exceed \$753,325.00 and for healthy home repair services, for an amount not to exceed \$107,400.00, for a total amount not to exceed \$860,725.00. (Revised)
- d. A resolution authorizing the Mayor to enter into a professional services agreement with The Trust for Public Land, in substantially the form attached, for a term of one (1) year, from July 1, 2018 through June 30, 2019, for an amount not to exceed \$100,000.00 to be paid in four (4) quarterly installments of \$25,000.00 each.
- e. A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into an agreement with the artist Walker Design Studio, in substantially the form attached, for artwork creation and installation services for the Highland Park Project, in the amount of \$45,000.00.

### **PLANNING**

- f. Chris N. Bratcher/Gamgee Enterprises, Inc. (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for an existing liquor store, change in ownership, located at 600 Manufacturers Road. (District 1)
- g. Fortune Five Investments, Inc./Shree Hari Krupa 1, Inc. (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for an existing liquor store, change in ownership, located at 5012 Highway 58, Suite 108. (District 5)
- h. <u>Punabha, LLC/Mason Chaudhari Investments, Inc. (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for an existing liquor store, change in ownership, located at 2001 Market Street. (District 7)</u>
- 8. Purchases.
- 9. Other Business.

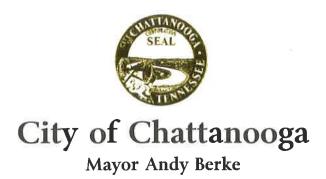
### **Transfer of Ownership of Liquor Stores:**

- a. Gamgee Enterprises, Inc. Certificate of Compliance (District 1).
- b. Shree Hari Krupa 1, Inc. d/b/a Easy Liquor & Wine Certificate of Compliance (District 5).
- c. Mason Chaudhari Investments, Inc. d/b/a Kanku's Bottle Shop Certificate of Compliance (District 7).
- 10. Committee Reports.
- 11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- 12. Adjournment.

Proposed City Council Purchases 9-4-18

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	совт	FUND NAME	NOTES
PO534480 PO534483 Public Works Department	Blanket Contract Renewals for Electric Motor & Pump Service, Waste Resources Division, Public Works Department	16	8	Tekwell Services LLC 1301 Galway Street NE Knoxville, TN 37917 and Chattanooga Industrial Motors, Inc. 6483 Slygo Road, Wildwood, GA 30757	Estimated \$400,000.00 Annually	Interceptor Sewer Operations	Blanket Contract Renewals for Electric Motor & Pump Service - Waste Resources Division - Public Works Department. The City of Chattanooga is renewing the third (3rd) and last contract renewal option for twelve (12) months through September, 2019. There were sixteen (16) direct bid solicitations and we received eight (8) responses in the publicly advertised bi proceedings.
PO544980 Public Works Department	Blanket Contract Renewal for Roof Inspection & Repair Services, Waste Resource Division, Public Works Department	8	3	JDH Company, Inc 1133 Main Street Chattanooga, TN 37408	Estimated \$100,000.00 Annually	Interceptor Sewer Operations	Blanket Contract Renewal for Roof Inspection & Repair Services - Waste Resource Division - Public Works Department. The City of Chattanooga is renewing the first (1st) renewal option for twelve (12) months through September, 2019 with one (1) renewal option. There were eight (8) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings.
PO540477 Public Works Department	Blanket Contract Renewal for Locating & Marking Services for Underground Utilities, Waste Resource Division, Public Works Department	17	3	USIC Locating Services, LLC 9045 North River Road, Suite 300 Indianapolis, IN 46240	Estimated \$800,000.00 Annually	Interceptor Sewer Operations	Blanket Contract Renewal for Locating & Marking Services for Underground Utilities - Waste Resource Division - Public Works Department. The City of Chattanooga is renewing the second (2nd) and last renewal option for twelve (12) months through September, 2019. There were seventeen (17) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings.
PO545300 PO545303 Public Works Department	Blanket Contract Renewals for Generator Maintenance & Repair Services, Facilities Management Division, Public Works Department	9	5	Energy Systems Southeast LLC 3235 Veterans Circle BirmIngham, AL 35235 and Stowers Machinery Corporation 4066 South Access Road Chattanooga, TN 37406	Estimated \$160,000.00 Annually	General Fund	Blanket Contract Renewals - Generator Maintenance & Repair Services - Facilities Management Division - Public Works Department. The City of Chattanooga is renewing the first (1st) contract renewal for twelve (12) months through August, 2019 with one (1) renewal option. There were nine (9) direct bid solicitations and we received five (5) responses in the publicly advertised bid proceedings.
PO534176 Public Works Department	Blanket Contract Renewal for Emulsion Polymer, Waste Resource Division, Public Works Department	5	4	BASF Corporation 100 Park Avenue Florham Park, FL 07932	Estimated \$1,000,000.00 Annually	Interceptor Sewer Operations	Blanket Contract Renewal - Emulsion Polymer - Waste Resource Division - Public Works Department. The City of Chattanooga is renewing third (3rd) renewal option for twelve (12) months through September, 2019 with one (1) renewal option remaining. There were five (5) direct bid solicitations and we received four (4) responses in the publicly advertised bid proceedings.

PO538198 Public Works Department	Blanket Contract Renewal for Haworth Open Office Landscape Furniture, City Wide, Facilities Management Division, Public Works Department	:-		NOI Chattanooga 4167 South Creek Road Chattanooga, TN 37406	Estimated \$250,000. Annually	General Fund	Blanket Contract Renewal - Haworth Open Office Landscape Furniture - City Wide - Facilities Management Division - Public Works Department. The City of Chattanooga is renewing the second (2nd) and last contract renewal option for twelve (12) months through August 31, 2019. TCA 6-56-304.2 allows this single source blanket contract exempted from the usual advertising and bidding requirements.
PO545299 Information Technology Department	Blanket Contract Renewal for Staymobile Venture, LLC, Lenovo Certified Repair Service, Information Technology Department	,	•	Staymobile Venture, LLC 1850 Parkway PL SE Ste 720 Marietta, GA 30067	Estimated \$75,000.00 Annually	General Fund	Blanket Contract Renewal for Staymobile Venture, LLC -Lenovo Certified Repair Service - Information Technology Department. The City of Chattanooga will renew the contract for twelve (12) months through August, 2019 with one (1) renewable twelve (12) month term. TCA 6-56- 304.2 allows for this single source pruchase exempted from the usual advertising and bidding requirements.



August 29, 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. 534480 & 534483 – Electric Motor & Pump Service – Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO Nos. 534480 & 534483 for Electric Motor & Pump Service, Waste Resources Division, Public Works Department. The City of Chattanooga is renewing the third (3rd) and last contract renewal option for twelve (12) months through September, 2019, for an estimated annual amount of \$400,000. A copy of the signed letters from the vendors and copies of the contracts are enclosed.

The original invitation to bid was sent to sixteen (16) vendors as well as formally advertised. Bids were received from eight (8) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO Nos. 534480 & 534483 for Electric Motor & Pump Service to Tekwell Services LLC, 1301 Galway Street NE, Knoxville, TN 37917 and Chattanooga Industrial Motors, Inc, 6483 Slygo Road, Wildwood, GA 30757.

Respectfully yours,

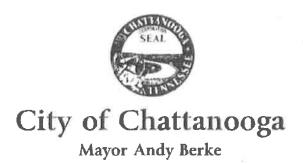
Bonnie Woodward

**Director of Purchasing** 

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BW/mlm

Attachments



August 7, 2018

Tekwell Services LLC Attn: Dale Cooper 1301 Galway Street NE Knoxville, TN 37917

Subject: 534480 - Electric Motor & Pump Service

Dear Mr. Cooper:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be September 7, 2019

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to <a href="mailto:mmckeel@chattanooga.gov">mmckeel@chattanooga.gov</a> 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:

Sincerely,

Mark McKeel, Buyer City of Chattanooga

Phone: (423) 643-7236 Fax: (423) 643-7244

# Purchase Order BLANKET

Page 1 of 6 Printed: 08/24/2018



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

Vendor Number:

V Vendor Alternate ID: 25701
Tekwell Services LLC
1301 Galway Street
Knoxville, TN 37917

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Purchase Order Number 534480

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor		Requisit	ion Number	Bid Number
Line Nbr   Item ID - Item Description	Quantity	Unit	Unit Price	Total

Requisition No.: 117892

Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233

#### DESCRIPTION:

This shall be a twelve (12) month blanket contract for Repair, Recondition and Replacement of Electric Motors and Pumps for the Waste Resources Division. The contract may be renewed for three (3) 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 Tekwell Services dated 7-29-15 is hereby made a part of this contract.

Payment Terms: Net 30 days
Delivery Terms: As Needed

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 SEPTEMBER 1, 2015

\*

CONTRACT BEGINNING/ENDING DATES:

9-8-2015 TO 9-8-2016

Vendor Contact: Dale Cooper Phone: 800-829-7454 Fax: 865-564-4657

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.

Page 2 of 6 Printed: 08/24/2018



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

Vendor Number: Vendor Alternate ID: 25701
Tekwell Services LLC 1301 Galway Street
Knoxville, TN 37917
1

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 534480

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N Accounts Payable Division
V City of Chattanooga
101 East 11th Street, Suite 101
C C E

Requestor			Requisi	tion Number	Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	
	Change Order #1					
Contract has	been extended an additional twelve (12) months tract performance date is September 7, 2017					
	approved on June 21, 2016					
	1st Renewal					

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.

Page 3 of 6 Printed: 08/24/2018



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

V E N D O R	Vendor Number: Vendor Alternate ID: 25701  Tekwell Services LLC 1301 Galway Street Knoxville, TN 37917
SHIPTO	

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 534480

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402
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يثبالي	Requestor			tion Number	Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	
************	Change Order #2					
Contract has be	en extended an additional twelve (12) months, ct performance date is September 7, 2018					
City Council app	proved on June 20, 2017					
	2nd Renewal					

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.

Page 4 of 6 Printed: 08/24/2018



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

V E N D O R	Vendor Number: Vendor Alternate ID: 25701  Tekwell Services LLC 1301 Galway Street Knoxville, TN 37917
SHIPTO	

Purchase Order Number 534480

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor		Requestor			Bid Number
Line Nbr	Item ID - Item Description Labor, Motor Repair (AC and DC)	Quantity 0.00	<b>Unit</b> Hour	Unit Price \$ 39.8500	<b>Total</b> \$ 0.00
2	Labor, Motor Repair (AC and DC), overtime	0,00	Hour	\$ 54,1000	\$ 0.00
3	Labor, Motor Repair (AC and DC), holiday	0,00	Hour	\$ 54,1000	\$ O_00
4	Labor, Pump Repair	0.00	Hour	\$ 39,8500	\$ 0.00
5	Labor, Pump Repair, overtime	0.00	Hour	\$ 54.1000	\$ 0,00
6	Labor, Pump Repair, holiday	0.00	Hour	\$ 54 1000	\$ 0,00
7	Labor, Field Service	0.00	Hour	\$ 75 <sub>6</sub> 4000	\$ 0,00
8	Labor, Field Service, overtime	0,00	Hour	\$ 95,3000	\$ 0.00
9	Labor, Field Service, holiday	0,00	Hour	\$ 95 3000	\$ 0,00
10	Repair parts and material, 15% markup	0,00	Each	\$ 1.0000	\$ 0.00

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.

### Purchase Order BLANKET

Page 5 of 6 Printed: 08/24/2018



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

VENDOR	Vendor Number: Vendor Alternate ID: 25701  Tekwell Services LLC 1301 Galway Street Knoxville, TN 37917
SHIPTO	

Purchase Order Number 534480

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

		<u>_</u>			
4 1	Requestor		Requisit	ion Number	Bid Number
_ine Nbr	Item ID - Item Description Replacement motors and pumps, 10% markup	Quantity	Unit	Unit Price	Total
11	Replacement motors and pumps, 10% markup	0,00	Each	\$ 1,0000	\$ 00
12	Unanticipated / Unexpected Services	0.00	Each	\$ 1,0000	\$ 0.0
			6		
	6				

This Purchase Order ("Agreement") is a binding agreement between the City of Chatlanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order, (2) City of Chatlanooga 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.



### City of Chattanooga

### Mayor Andy Berke

August 7, 2018

Chattanooga Industrial Motors, Inc Attn: Josh Parham 6483 Slygo Road Wildwood, GA 30757

Subject: 534483 - Electric Motor & Pump Service

Dear Mr. Parham:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be September 7, 2019

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to 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 suture.

Date:

Mark McKeel, Buyer City of Chattanooga

Phone: (423) 643-7236 Fax: (423) 643-7244

### **Purchase Order BLANKET**

Page 1 of 6 Printed: 08/24/2018



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

Vendor Number:

Vendor Alternate ID: 396104 Ε Chatt Industrial Motors Inc N P.O. Box 264 D Wildwood, GA 30757 0 S Н P 0

Purchase Order Number 534483 PO Date: 03-SEP-15

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

Accounts Payable Division City of Chattanooga 0 101 East 11th Street, Suite 101 1 Chattanooga, TN 37402 C Е

Requestor		Requisit	ion Number	Bid Number
Line Nbr Item ID - Item Description	Quantity	Unit	Unit Price	Total

Buyer: Mark McKeel

FOB: DESTINATION

Terms: Immediate

Requisition No.: 117892

Ordering Dept.: Waste Resources

Buyer: Geoffrey Hipp 423-643-7233

This shall be a twelve (12) month blanket contract for Repair, Recondition and Replacement of Electric Motors and Pumps for the Waste Resources Division. The contract may be renewed for three (3) 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 Chattanooga Industrial Motors dated 7-29-15 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 Ágent 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 SEPTEMBER 1, 2015

CONTRACT BEGINNING/ENDING DATES:

9-8-2015 TO 9-8-2016 ......

Vendor Contact: Josh Parham Phone: 706-820-2947 Fax: 706-820-2641

*********	NOTICE	*****
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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

Page 2 of 6 Printed: 08/24/2018



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

VENDOR	Vendor Number: Vendor Alternate ID: 396104  Chatt Industrial Motors Inc P.O. Box 264  Wildwood, GA 30757
S H I P T O	

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 534483

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor	CONTROL VALOR	Requisition No	umber	Bid Number
Line Nbr Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #1				
ontract has been extended an additional twelve (12) months, he new contract performance date is September 7, 2017				
ity Council approved on June 28, 2016				
1st Renewal				

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.

### **Purchase Order BLANKET**

Page 3 of 6 Printed: 08/24/2018



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

VENDOR	Vendor Number: Vendor Alternate ID: 396104  Chatt Industrial Motors Inc P.O. Box 264  Wildwood, GA 30757
SHIPTO	

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

Purchase Order Number 534483

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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C Ε 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	
Change Order #2					
ontract has been extended an additional twelve (12) months ne new contract performance date is September 7, 2018					
ity Council approved on June 13, 2017					
1st Renewal					

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.

Page 4 of 6 Printed: 08/24/2018



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

VENDOR	Vendor Number: Vendor Alternate ID: 396104  Chatt Industrial Motors Inc P.O. Box 264  Wildwood, GA 30757
S H I P T O	

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 534483

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N > 0 - C E

Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Item ID - Item Description Labor, Motor Repair (AC and DC)	Quantity	Unit		
	0.00	Hour	\$ 55,0000	<b>Total</b> \$ 0.00
_abor, Motor Repair (AC and DC), overtime	0.00	Hour	\$ 82,0000	\$ 0,00
_abor, Motor Repair (AC and DC), holiday	0.00	Hour	\$ 82,0000	\$ 0,00
abor, Pump Repair	0.00	Hour	\$ 55,0000	\$ 0.00
abor, Pump Repair, overtime	0,00	Hour	\$ 82.0000	\$ 0,00
abor, Pump Repair, holiday	0.00	Hour	\$ 82,0000	\$ 0,00
abor, Field Service	0.00	Hour	\$ 90,0000	\$ 0.00
abor, Field Service, overtime	0,00	Hour	\$ 135,0000	\$ 0,00
abor, Field Service, holiday	0.00	Hour	\$ 135,0000	\$ 0.00
Repair parts and material, 20% markup	0,00	Each	\$ 1.0000	\$ 0.00
	abor, Pump Repair abor, Pump Repair, overtime abor, Pump Repair, holiday abor, Field Service abor, Field Service, overtime abor, Field Service, holiday	abor, Pump Repair 0.00 abor, Pump Repair, overtime 0,00 abor, Pump Repair, holiday 0.00 abor, Field Service 0.00 abor, Field Service, overtime 0.00 abor, Field Service, holiday 0.00	abor, Pump Repair 0.00 Hour abor, Pump Repair, overtime 0.00 Hour abor, Pump Repair, holiday 0.00 Hour abor, Field Service 0.00 Hour abor, Field Service, overtime 0.00 Hour	abor, Pump Repair  0.00 Hour \$55,0000  abor, Pump Repair, overtime  0.00 Hour \$82,0000  abor, Pump Repair, holiday  0.00 Hour \$82,0000  abor, Field Service  0.00 Hour \$90,0000  abor, Field Service, overtime  0.00 Hour \$135,0000  abor, Field Service, holiday  0.00 Hour \$135,0000

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.

Page 5 of 6 Printed: 08/24/2018



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

VENDOR	Vendor Number: Vendor Alternate ID: 396104  Chatt Industrial Motors Inc P.O. Box 264  Wildwood, GA 30757
S H I P T O	

Purchase Order Number 534483

PO Date: 03-SEP-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

	Requestor	E A No le	Requisit	ion Number	Bid Number
ine Nbr	Item ID - Item Description Replacement motors and pumps, 20% markup	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 1,0000	<b>Total</b> \$ 0.00
12	Unanticipated / Unexpected Services	0.00	Each	\$ 1,0000	\$ 0.00

TOTAL: \$.00

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.



August 29, 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. 544980 – Roof Inspection & Repair Services – Waste Resource Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 544980 for Roof Inspection & Repair Services, Waste Resource Division, Public Works Department. The City of Chattanooga is renewing the first (1<sup>st</sup>) renewal option for twelve (12) months through September, 2019, with one (1) renewal option remaining for an estimated annual amount of \$100,000. A copy of the signed letter from vendor, and a copy of the contract is enclosed.

The original invitation to bid was sent to eight (8) 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 No. 544980 for Roof Inspection & Repair Services to J D H Company, Inc, 1133 Main Street, Chattanooga, TN 37408.

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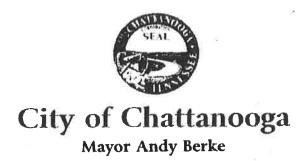
Respectfully yours,

Bonnie Woodward

**Director of Purchasing** 

BW/mlm

Attachments



August 7, 2018

J D H Company, Inc Attn: Beth Eubanks 1133 Main Street Chattanooga, TN 37408

Subject: 544980 - Roof Inspection & Repair Services

Dear Ms. Eubanks:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be September 27, 2019

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to <a href="mailto:mmckeel@chattanooga.gov">mmckeel@chattanooga.gov</a> 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.

Date: 08117118

Signed: \_

Mark McKeel, Buyer City of Chattanooga

Phone: (423) 643-7236 Fax: (423) 643-7244

### **Purchase Order BLANKET**

Page 1 of 3 Printed: 08/24/2018



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

Vendor Number: 731146 Vendor Alternate ID: 10556 V Ε J D H Company Inc Ν 1133 Main St D Chattanooga, TN 37408 0 R S Н Ρ Т 0

Purchase Order Number 544980

PO Date: 03-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N 0

Accounts Payable Division City of Chattanooga

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

С

E

		Number	Bid Number
Quantity	Unit	Unit Price	Total
	Quantity	Quantity Unit	Quantity Unit Unit Price

Requisition No.: 155358

Ordering Dept.: Waste Resources

Buyer: Geoffrey Hipp 423-643-7233

This shall be a twelve (12) month blanket contract for Roof Inspection and Repair Services 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.

The bid submitted by JDH Company, Inc. dated 7-19-17 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 AUGUST 1, 2017

CONTRACT BEGINNING/ENDING DATES:

9-28-2017 TO 9-28-2018

Vendor Contact: Beth Eubanks Phone: 423-267-7663 Fax: 423-265-7347

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.

Page 2 of 3 Printed: 08/24/2018



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

Vendor Number: 731146 Vendor Alternate ID: 10556 ٧ Ė J D H Company Inc N 1133 Main St D Chattanooga, TN 37408 0 R S H P T 0

PO Date: 03-AUG-17 Buyer: Mark McKeel

FOB: DESTINATION Terms: Immediate

Purchase Order Number 544980

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N > O - C

Accounts Payable Division City of Chattanooga

101 East 11th Street, Suite 101

Chattanooga, TN 37402

Requestor		Requestor		on Number	Bid Number
ne Nbr	Item ID - Item Description Repair labor, regular labor rate	Quantity 0.00	<b>Unit</b> Hour	Unit Price \$ 26.0200	<b>Total</b> \$ 0.00
2	Repair labor, overtime labor rate	0.00	Hour	\$ 39,0100	\$ 0.00
3	Repair labor, holiday labor rate	0,00	Hour	\$ 43,5600	\$ 0.00
4	Roof inspector, regular labor rate	0,00	Hour	\$ 29,6500	\$ 0.0
5	Roof inspector, overtime labor rate	0,00	Hour	\$ 44 4800	\$ O <sub>0</sub> O
6	Roof inspector, holiday labor rate	0.00	Hour	\$ 49,3200	\$ 0.0
7	Roofing supervisor, regular labor rate	0,00	Hour	\$ 36.3000	\$ 0.0
8	Roofing supervisor, overtime labor rate	0,00	Hour	\$ 42,3500	\$ O. C
9	Roofing supervisor, holiday labor rate	0.00	Hour	\$ 48,4000	\$ 0.0
10	Material, 10 percent markup over cost	0.00	Each	\$ 1,0000	\$ 0.0

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.

Page 3 of 3 Printed: 08/24/2018



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

V E N D O R	Vendor Number: 731146 Vendor Alternate ID: 10556  J D H Company Inc 1133 Main St Chattanooga, TN 37408
SHIPTO	

Purchase Order Number 544980

PO Date: 03-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N V O I C E

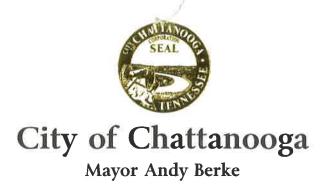
Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101

Chattanooga, TN 37402

15111	Requestor	Ben a rather	Requisit	ion Number	Bid Number
I inn Alk-	Maria ID Maria Paradiation	1 0	1111	L Unit Bulan	Tatal
Line Nbr	Item ID - Item Description Unforeseen specialized services, etc.	Quantity 0.00	Unit Each	Unit Price \$ 1.0000	<b>Total</b> \$ 0.00
				SC / SHOWING	

TOTAL: \$.00

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.



August 29, 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. 540477 – Locating & Marking Services for Underground Utilities – Waste Resource Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 540477 for Locating & Marking Services for Underground Utilities, Waste Resource Division, Public Works Department. The City of Chattanooga is renewing the second (2nd) and last renewal option for twelve (12) months through September, 2019, for an estimated annual amount of \$800,000. 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 seventeen (17) 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 No. 540477 for Locating & Marking Services for Underground Utilities to USIC Locating Services LLC, 9045 North River Road, Suite 300, Indianapolis, IN 46240.

Respectfully yours,

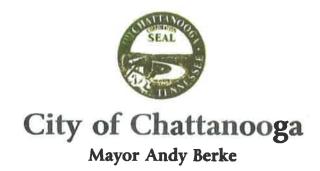
Bonnie Woodward

**Director of Purchasing** 

erriell borlesson

BW/mlm

**Attachments** 



August 7, 2018

USIC Locating Services LLC Attn: Joshua Roland 9045 North River Road, Suite 300 Indianapolis, IN 46240

Subject: 540477 - Locating & Marking Services for Underground Utilities

Dear Mr. Roland:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be September 29, 2019

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to <a href="mailto:mmckeel@chattanooga.gov">mmckeel@chattanooga.gov</a> 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: \_\_\_

, Robert Moorhead

Date: 08/09/18

Sincerely,

Mark McKeel, Buyer City of Chattanooga

Phone: (423) 643-7236 Fax: (423) 643-7244

h The Kee

From: Roland, Joshua

Sent: Thursday, August 9, 2018 8:46 AM

To: 'Mark McKeel' <mmckeel@chattanooga.gov>

Subject: RE: Contract Renewal; Blanket PO# 540477 - Locating & Marking Services for Underground Utilities

Importance: High

Good Morning Mark,

Please find our renewal letter attached above. We also wish to increase our current rates by 3.00% and we've included an updated rate schedule below:

•	\$ 31.83	Per After Hours Ticket
	\$ 9.02	Per Ticket (per 500 ft)
٠	\$ 12.73	Per Quarter Hour for Site Surveillance/Watchdog
	\$ 53.05	Per Damage Investigation

Please let me know if this will be acceptable.

Thanks,

#### Live the SAFE-LIFE!

#### Josh Roland

Business Development Manager

O: 317 810 8255

C: 317 452 9677

From: Mark McKeel <mmckeel@chattanooga.gov>

Sent: Monday, August 6, 2018 4:20 PM

To: Roland, Joshua < Joshua Roland@usicllc.com>

Subject: Contract Renewal; Blanket PO# 540477 - Locating & Marking Services for Underground Utilities

Josh.

Attached you will find the contract renewal letter for PO# 540477; Locating & Marking Services for Underground Utilities. The City of Chattanooga would like to exercise the second (2nd) and last renewal option of this contract.

If you are in agreement, pleasesign and either email or fax back to me.

Thanks

### **Purchase Order BLANKET**

Page 1 of 5 Printed: 08/24/2018



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

Vendor Number: Vendor Alternate ID: 576117 ٧ Ε USIC Locating Services LLC N 9045 N River Rd Ste 300 D Indianapolis, IN 46240 0 R S Н P T 0

Purchase Order Number 540477

PO Date: 06-OCT-16 Buver: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division ٧ City of Chattanooga 0 101 East 11th Street, Suite 101 Chattanooga, TN 37402 C E

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total

Requisition No. 126487 Ordering Dept : Public Works Buyer: William Tucker Telephone: 423-643-7238 Fax: 423-643-7244

Fax: 423-643-7247
Email: wtucker@chattanooga gov

Items Being Purchased: Locating and Marking Services

for Underground Utilities

PRICE ESCALATION CLAUSE: The Supplier may adjust prices for Locate Services in accordance with the provisions of an Underground Facilities Locating and Marking Service Agreement dated September 30, 2016, the terms of which are incorporated herein

Invoices are to be sent to:

City of Chattanooga ATTN: Eric Brooks 433 Moccasin Bend Road Chattanooga, TN 37405

Tel: 423-757-0963

Email: ebrooks@chattanooga.gov

...... This shall be a twelve (12) month blanket contract to supply Underground Utility Locating and Marking Services as needed by agencies of the City of Chattanooga, The contract term 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 providing written confirmation of agreement by both parties at least 30 days prior to the Contract's current expiration date

Vendor Contact Information:

Vendor Name:

USIC Locating Services LLC

Contact Person: Josh Faber Tel.:

240-712-2857

Email:

joshuafaber@usicllc.com

Street Address: 9045 North River Road, Suite 300
City, State, Zip: Indianapolis, IN 46240

Electronic approval is on record in the purchasing authorizes payment upon proper certification of record	g information system which asserts If eipl of goods and/or services	nal unencumbered appropria	ation is available to meet the exp	enditure covered by this Purcha	se Order; and further
2		α.			

# Purchase Order BLANKET

Page 3 of 5 Printed: 08/24/2018



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

Vendor Number: Vendor Alternate ID: 576117 ٧ Е **USIC Locating Services LLC** N 9045 N River Rd Ste 300 D Indianapolis, IN 46240 0 R S Н P Т 0

540477

PO Date: 06-OCT-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Purchase Order Number

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor		Requisit	ition Number Bid Number		
ine Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
	Change Order #1				
	been extended an additional twelve (12) months			*	
ew contract	performance date is September 30, 2018,				
ty Council ≨	approved contract renewal on October 3, 2017.				
	1st Renewal				
				5.	

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.

### **Purchase Order BLANKET**

Page 4 of 5 Printed: 08/24/2018



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

V E N D O R	Vendor Number: Vendor Alternate ID: 576117  USIC Locating Services LLC 9045 N River Rd Ste 300 Indianapolis, IN 46240
S H I P T O	

PO Date: 06-OCT-16

Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

Purchase Order Number 540477

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

Accounts Payable Division ٧ City of Chattanooga 0 101 East 11th Street, Suite 101 Chattanooga, TN 37402 C E

Requestor		21 = 1	Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description Locating/Marking Utilities per ticket received from One-Call	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 8.7600	<b>Total</b> \$ 0.00	
2	Locating/Marking Utilities, After hours call out ticket	0.00	Each	\$ 30,9000	\$ O <sub>2</sub> 00	
3	Locating/Marking Utilities, per 500 feet for tickets that exceed 500 linear feet	0.00	Each	\$ 8,7600	\$ 0.00	
4	Site Surveillance, per quarter hour	0.00	Each	\$ 12,3600	\$ 0,00	
5	Damage Investigation fee	0.00	Each	\$ 51_5000	\$ 0,00	

TOTAL: \$.00

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

Mark L. McKeel

Buyer

101 East 11th Street

Suite G13

Chattanooga, TN 37402

Phone No.: 423-643-7236

Fax No.: 423-643-7244

E-mail: mmckeel@chattanooga.gov

Mark McKeel <mmckeel@chattanooga.gov>

Thu, Aug 16, 2018 at 12:45 PM

To: Mary McCarthy <mmccarthy@chattanooga.gov>, Eric Brooks <ebrooks@chattanooga.gov>

Cc: Jeffrey Rose < jarose@chattanooga.gov>

Mary,

I thought I sent this to you but maybe not.

USIC Locating Service is asking for a 3% increase. 3% is usually the norm,

I do not see where they have asked for an increase before.

Thanks.

----- Forwarded message -----

From: Roland, Joshua < Joshua Roland@usicllc.com>

Date: Thu, Aug 16, 2018 at 12:03 PM

Subject: RE: Contract Renewal; Blanket PO# 540477 - Locating & Marking Services for Underground Utilities

[Quoted text hidden]

Mark L. McKeel Buyer



101 East 11th Street Suite G13 Chattanooga, TN 37402 Phone No.: 423-643-7236

Fax No.: 423-643-7244

E-mail: mmckeel@chattanooga.gov

Jeffrey Rose <jarose@chattanooga.gov> To: Mark McKeel <mmckeel@chattanooga.gov> Cc: Mary McCarthy <mmccarthy@chattanooga.gov> Thu, Aug 16, 2018 at 7:04 PM

1 approve

On Thu, Aug 9, 2018 at 9:01 AM Mark McKeel <mmckeel@chattanooga.gov> wrote:

USIC Locating Services, PO# 540477 for Locating & Marking Services, has proposed a 3% price increase at renewal time.

### UNDERGROUND FACILITIES LOCATING AND MARKING SERVICE AGREEMENT

THIS CONTRACT is entered into as of <u>Sertember 30</u>, 2016, and is by and between USIC Locating Services, LLC, an Indiana limited liability corporation, (USIC), and City of Chattanooga, a municipal corporation incorporated in the State of Tennessee (Customer).

#### **BACKGROUND**

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

#### **AGREEMENT**

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. <u>Definitions</u>. In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
  - 1.1 After Hours Call Out means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
  - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.3 At Fault Damages means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.
- 1.4 Contract Year means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 Damage to Customer's Facilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 Locatable Facilities means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 Locate means the completed process of having provided Locate Services at an excavation site.

- 1.12 Locate Service means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.
- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 Marking means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to locate more than five hundred (500) linear feet at the excavation site.
- 1.17 Reasonable Accuracy means the placement of appropriate Markings within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
- 1.18 Restoration Costs means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.

- 1.19 **Services** mean the services to be provided by USIC under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 Site Surveillance means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
- 1.22 Ticket means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark.
- 1.23 Third Party Claims means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 Underground Facilities means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 Unidentifiable Facilities means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 Unlocatable Facilities means Customer's Facilities whose presence is known either from records provided by Customer or a Visual

Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.

1.27 Visual Examination means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

### Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.

- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentially shall survive the termination of this Agreement. Notwithstanding the foregoing, the obligations contained in this Paragraph 2.7 are subject to the confidentiality provisions contained in T.C.A. § 10-7-504.
- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall

comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

#### Responsibilities of Customer.

- 3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information. USIC bears no liability for Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.
- 3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.
- 3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

#### 4. Term, Termination and Exclusive Nature of Agreement

4.1 This Agreement is binding on the parties as of the date first above written; (the "Execution Date") and shall continue for a period of twelve (12) months from the Execution Date; however, it shall be effective as of <a href="https://www.nc.ni.org/months.com/beauty-state-12">https://www.nc.ni.org/months.com/beauty-state-12</a>, 2016, regarding the Locate Services provided by USIC to Customer. This Agreement may, upon mutual written agreement, renew for two (2) consecutive twelve (12) month increments following the

- expiration of the original term, unless sooner terminated pursuant to section 4.3.
- 4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.
- 4.3 Either party to this Agreement can terminate this Agreement upon ninety (90) days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

### Investigations of Damage to Customer's Facilities

- 5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have thirty (30) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.
- 5.3 USIC shall be entitled to collect an investigation fee for each investigation and written report thereof, which it provides to Customer, unless such

report concludes or the parties ultimately agree that the report involves At Fault Damages.

5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

### 6. <u>Limitation of Liability and Indemnification of Customer by USIC</u>

6.1 USIC will be responsible for paying Customer's Restoration Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and b) the Damage to Customer's Facilities constitutes an At Fault Damage. Restoration costs payable by USIC shall at no time collectively exceed \$10,000.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (Customer Indemnities) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that primarily arise from the negligence or willful misconduct of Customer, its agents or employees. USIC's total liability for all claims of any kind arising from or related to the formation, performance or breach of this contract or any services provided hereunder shall not exceed the annual value of this Agreement.

### 7. Third-Party Claims

7.1 Subject to the provisions of T.C.A. sections 29-20-101 et seq., Customer shall defend and, if found liable, be responsible for paying damages arising from third party claims, suits, liabilities and judgments to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims primarily arose from the negligence or willful misconduct of Customer, its agents or employees. excepting any such injury, damage or loss caused primarily by the negligence or willful misconduct of USIC, its agents or employees.

#### 8. Price Revisions

- USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from a material change in the one-call statute effective within the Contract Service Area. Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by 3%.
- 8.2 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: <a href="http://www.eia.doe.gov/oil gas/petroleum/data publications/wrgp/mogas history.html">http://www.eia.doe.gov/oil gas/petroleum/data publications/wrgp/mogas history.html</a>. The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1st and July 1st and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees as long as the average fuel price is at or below \$3.99. For example, if the

average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31st. If the reviewed average 6-month fuel price (on January 1st or July 1st) drops below \$4.00, the increases will cease to be in effect.

6-month Average Fuel	
Price per Gallon	Rate Increase
\$4.00 - \$4.49	1.50%
\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

### Equal Employment

9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

#### 10. <u>Insurance</u>

- 10.1 USIC shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure USIC against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
  - a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
  - b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.
- 10.2 If any of the above cited policies expire during the life of this Agreement, it is USIC's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:
  - i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
    - a) Commercial General Liability
    - b) Auto Liability
    - c) Worker's Compensation Insurance and Employer's Liability Insurance
    - d) Professional Liability Insurance
  - ii. USIC's insurance must be primary insurance as respects performance of subject contract.
  - iii. All policies, expect Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

### 11. Dispute Resolution

11.1 Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof,

shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the USIC or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

### Records Retention and Audit

- 12.1 The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the Customer, in this case USIC, and applies to reflect the relationship with the Customer (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)
- All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of USIC, or any of USIC's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the Customer. Additionally, said records shall be made available upon request by the Customer to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include

those documents reflecting the time expended by USIC and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by USIC in its performance under said Agreement. USIC shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.

- 12.3 The Customer, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by USIC. The Customer may further audit any of USIC's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- 12.4 USIC shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by USIC. Documents shall be maintained by USIC, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. USIC shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the Customer at all reasonable times and without prior notice.
- 12.5 The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between USIC and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of USIC's obligations to the Customer.

- 12.6 Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Customer, unless the audit identifies significant findings that would benefit the Customer. USIC will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the Customer.
- 12.7 This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Customer may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

#### 13. Miscellaneous

- 13.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 13.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 13.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.

Customer agrees that during the Term of this Agreement and for a period 13.4 of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

City of Chattanooga

USIC Locating Services, LLC

Title: ADMINISTRATOR

Title: M-SMES+MARKETTING

City of Chattanooga ATTN: Bill Payne

101 East 11th Street, Ste. G-13 Chattanooga, Tennessee 37402

### Exhibit A

USIC Locating Services, LLC shall provide services in the State of Tennessee,

USIC Locating Services, LLC shall provide services for Customer owned sanitary sewer and combined sewer systems.

#### Exhibit B

USIC Locating Services, LLC will charge for services rendered hereunder:

\$ 8.50	Per Ticket Received from the One Call
\$ 30.00	Per After Hour Call Out Ticket
\$ 8.50	Project Price Per 500 Linear Feet for Tickets that Exceed 500 Linear Feet
\$ 12.00	Per Quarter Hour for Watchdogs or Site Surveillance Work
\$ 50.00	Damage Investigation Fee

Mail Invoices To:

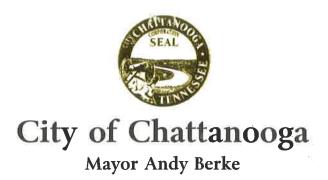
City of Chattanooga ATTN: Eric Brooks

433 Moccasin Bend Rd

Chattanooga, Tennessee 37405 Phone: 423-757-0963

Email: ebrooks@chattanooga.gov

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.



August 29, 2018

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

Subject: Contract Renewal of Blanket PO Nos. 545300 & 545303 – Generator Maintenance & Repair Services – City Wide – Facilities Management Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO Nos. 545300 & 545303 for Generator Maintenance & Repair Services, City Wide, Facilities Management Division, Public Works Department. The City of Chattanooga is renewing the first (1st) contract renewal option for twelve (12) months through August, 2019 with one (1) renewal option remaining, for an estimated annual amount of \$160,000. A copy of the signed letters from vendors and a copy of the contracts are enclosed.

I recommend renewing Blanket PO Nos. 545300 & 545303 for Generator Maintenance & Repair Services to Energy Systems Southeast LLC, 3235 Veterans Circle, Birmingham, AL 35235 and Stowers Machinery Corporation, 4066 South Access Road, Chattanooga, TN 37406.

Respectfully yours,

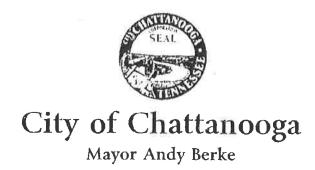
Bonnie Woodward

**Director of Purchasing** 

mi Woodward

BW/mlm

**Attachments** 



August 16, 2018

Energy Systems Southeast LLC Attn: Lee McCracken 3235 Veterans Circle Birmingham, AL 35235

Subject: 545300 - Generator Maintenance and Repair Services

Dear Mr. McCracken:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be August 31, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to <a href="mailto:mmckeel@chattanooga.gov">mmckeel@chattanooga.gov</a> 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: 8/21/18

Sincerely,

Mark McKeel, Buyer City of Chattanooga

Phone: (423) 643-7236 Fax: (423) 643-7244

### Purchase Order BLANKET

Page 1 of 17 Printed: 08/24/2017



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

V	Vendor Number: Vendor Alternate ID: 23447
VENDO	Energy Systems Southeast LLC 3235 Veterans Circle
O R	Birmingham, AL 35235
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Purchase Order Number 545300

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

I N Accounts Payable Division V City of Chattanooga O 101 East 11th Street, Suite 101 C C C E

Requestor		Requisition Number		Bid Number	

PO Date: 24-AUG-17

Buyer: Mark McKeel

FOB: DESTINATION

Terms: Immediate

Requisition / Bid No.: 153533 / 304730

Ordering Dept.: Facilities Management, Public Works

Buyer: Mark McKeel Phone No.: 423-643-7236

Items Being Purchased: Generator Service & Repairs

#### ATTACHMENTS:

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.

This Shall Be A Twelve (12) Month Blanket Contract To Supply Annaul Generator Maintenance and Repairs for the City of Chattanooga.

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.

#### \*\*\* PLEASE NOTE:

Per Specifications, Additional Generator Sites/Services:

Any locations acquired or newly installed by the City of Chattanooga after the bid award date will be covered under this contract, Vendor will notify buyer of the location, address, brand/mfg., model number, serial number, KW, fuel type and model year if available.

#### 

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.

Page 2 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H I P T O	

Purchase Order Number 545300

PO Date: 24-AUG-17
Buyer: Mark McKeel
FOB: DESTINATION
Terms: Immediate

INVOICE
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INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N	Accounts Payable Division
٧	City of Chattanooga
0	101 East 11th Street, Suite 101
l C	City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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E	

Requestor		Requisition	on Number	Bid Number
Line Nbr Item ID - Item Description	Quantity	Unit	Unit Price	Total
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOO GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHAS THE LIFETIME OF THE CONTRACT.				
Purchase Order issued in accordance with Energy Systems Southe received on July 31, 2017 is hereby made part of this contract.	ast, LLC bid			
City Council approved on August 15, 2017				
Contract dates: September 1, 2017 to August 31, 2018				
Vendor Contact: Craig McKenzie Phone No.: 770-381-2424 Toll-Free No.: 1-855-436-3773 Fax No.: 770-381-2438 E-mail: craig.mckenzie@essellc.com  The undersigned hereby agrees to perform the services in accordant & Conditions, and the bid or quotation.	nce with the terms and conditions as	s set forth in this Puro	chase Order, the City of	Chattanooga Standard Terms
Representative:Ac	greed to and accepted by:			
Title: CI	TY OF CHATTANOOGA, TENNES	SEE		
Date: Na	me/Title:			
De	epartment:			

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Page 3 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H I P T O	

PO Date: 24-AUG-17
INVOICES: Direct in

Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Purchase Order Number

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number
Item ID - Item Description 17.5 % Markup; Repair Parts not Covered by Annual Maintenance Service	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 1.0000	<b>Total</b> \$ 0.00
13 % Markup; Generator & Transfer Switch Equipment (Replacement & New Systems)	0,00	Each	\$ 1,0000	\$ O <sub>0</sub> 00
10 % Markup; Contract Labor for Turnkey Installations for Power Generation Equipment & Associated Electrical Gear	0.00	Each	\$ 1,0000	\$ 0,00
Non-Emergency Repair Services	0.00	Hour	\$ 95 0000	\$ 0.00
Emergency Repair Services	0.00	Hour	\$ 142 5000	\$ 0.00
Cost per Gallon for Fuel Polishing (Diesel Only)	0.00	Gallon	\$ 2,7500	\$ 0,00
19th Street CSO (Annually)	0,00	Each	\$ 345,0000	\$ 0 <sub>2</sub> 00
19th Street CSO (External 1 Hour Load Back)	0.00	Each	\$ 175,0000	\$ 0 <sub>0</sub> 00
Admin Building, Moccasin Bend (Annually)	0,00	Each	\$ 525,0000	\$ 0.00
Admin Building, Moccasin Bend (External 1 Hour Load Back)	0.00	Each	\$ 385,0000	\$ 0.00
	Item ID - Item Description  17.5 % Markup; Repair Parts not Covered by Annual Maintenance Service  13 % Markup; Generator & Transfer Switch Equipment (Replacement & New Systems)  10 % Markup; Contract Labor for Turnkey Installations for Power Generation Equipment & Associated Electrical Gear  Non-Emergency Repair Services  Emergency Repair Services  Cost per Gallon for Fuel Polishing (Diesel Only)  19th Street CSO (Annually)  19th Street CSO (External 1 Hour Load Back)  Admin Building, Moccasin Bend (Annually)	Item ID - Item Description         17.5 % Markup; Repair Parts not Covered by Annual Maintenance       0.00         Service       0.00         13 % Markup; Generator & Transfer Switch Equipment (Replacement & New Systems)       0.00         10 % Markup; Contract Labor for Turnkey Installations for Power Generation Equipment & Associated Electrical Gear       0.00         Non-Emergency Repair Services       0.00         Emergency Repair Services       0.00         Cost per Gallon for Fuel Polishing (Diesel Only)       0.00         19th Street CSO (Annually)       0.00         19th Street CSO (External 1 Hour Load Back)       0.00         Admin Building, Moccasin Bend (Annually)       0.00	Item ID - Item Description       Quantity       Unit         17.5 % Markup; Repair Parts not Covered by Annual Maintenance Service       0.00       Each         13 % Markup; Generator & Transfer Switch Equipment (Replacement & New Systems)       0.00       Each         10 % Markup; Contract Labor for Turnkey Installations for Power Generation Equipment & Associated Electrical Gear       0.00       Hour         Non-Emergency Repair Services       0.00       Hour         Emergency Repair Services       0.00       Hour         Cost per Gallon for Fuel Polishing (Diesel Only)       0.00       Gallon         19th Street CSO (Annually)       0.00       Each         19th Street CSO (External 1 Hour Load Back)       0.00       Each         Admin Building, Moccasin Bend (Annually)       0.00       Each	Item ID - Item Description   17.5 % Markup; Repair Parts not Covered by Annual Maintenance   0.00   Each   \$1.0000

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Page 4 of 17 Printed: 08/24/2017



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

VENDOR	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
SHIPTO	

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 545300

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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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 Altamont (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 395,0000	<b>Total</b> \$ 0.00
12	Altamont (External 1 Hour Load Bank)	0.00	Each	\$ 385_0000	\$ 0.00
13	Big Ridge #11 (Annually)	0.00	Each	\$ 395,0000	\$ O <sub>2</sub> 00
14	Big Ridge #11 (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ O <sub>2</sub> 00
15	Big Ridge #12 (Annually)	0.00	Each	\$ 345,0000	\$ 0,00
16	Big Ridge #12 (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0.00
17	Big Ridge #2 (Annually)	0.00	Each	\$ 395,0000	\$ 0.00
18	Big Ridge #2 (External 1 Hour Load Bank)	0,00	Each	\$ 295,0000	\$ 0.00
19	Big Ridge #6 (Annually)	0.00	Each	\$ 395,0000	\$ 0 <sub>1</sub> 00
20	Big Ridge #6 (External 1 Hour Load Bank)	0,00	Each	\$ 295,0000	\$ 0.00
		***** NOTICE **********			

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Page 5 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
SHIPTO	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101

101 East 11th Street, Suite 10 Chattanooga, TN 37402

Requestor			Requisiti	on Number	Bid Number
Line Nbr	Item ID - Item Description Bleach Farm (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 425,0000	<b>Total</b> \$ 0.00
22	Bleach Farm (External 1 Hour Load Bank)	0,00	Each	\$ 295,0000	\$ 0.00
23	Carter Street CSO (Annually)	0.00	Each	\$ 345,0000	\$ 0,00
24	Carter Street CSO (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0,00
25	Central Avenue CSO (Annually)	0.00	Each	\$ 345,0000	\$ 0.00
26	Central Avenue CSO (External 1 Hour Load Bank)	0.00	Each	\$ 175 0000	\$ 0,00
27	City Landfill PS-1 (Annually)	0,00	Each	\$ 345.0000	\$ 0,00
28	City Landfill PS-1 (External 1 Hour Load Bank)	0,00	Each	\$ 175_0000	\$ 0.00
29	City Landfill PS-3 (Annually)	0,00	Each	\$ 345 0000	\$ 0.00
30	City Landfill PS-3 (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0.00

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### **Purchase Order BLANKET**

Page 6 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H I P T O	

545300 PO Date: 24-AUG-17

Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

Purchase Order Number

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С E Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

	Requestor			on Number	Bid Number
Line Nbr	Item ID - Item Description City Landfill PS-4 (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 345,0000	<b>Total</b> \$ 0.00
32	City Landfill PS-4 (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ O.00
33	City Landfill Flair (Annually)	0,00	Each	\$ 395,0000	\$ 0.00
34	City Landfill Flair (External 1 Hour Load Bank)	0.00	Each	\$ 295.0000	\$ 0 <sub>0</sub> 00
35	City Landfill Flair Extra (Annually)	0.00	Each	\$ 345,0000	\$ 0.00
36	City Landfill Flair Extra (External 1 Hour Load Bank)	0,00	Each	\$ 175.0000	\$ O <sub>*</sub> OO
37	Collegedale (Annually)	0.00	Each	\$ 645.0000	\$ O <sub>-</sub> OO
38	Collegedale (External 1 Hour Load Bank)	0,00	Each	\$ 385,0000	\$ 0,00
39	M.L.K. CSO (Annually)	0,00	Each	\$ 345,0000	\$ 0,00
40	M.L.K. CSO (External 1 Hour Load Bank)	0.00	Each	\$ 175 0000	\$ 0.00

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Page 7 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H I P T O	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

	Requestor			on Number	Bid Number
Line Nbr	Item ID - Item Description  Mountain Creek (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 395 0000	<b>Total</b> \$ 0.00
42	Mountain Creek (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ 0,00
43	O & C Building (Annually)	0,00	Each	\$ 395,0000	\$ 0.00
44	O & C Building (External 1 Hour Load Bank)	0,00	Each	\$ 295,0000	\$ 0.00
45	Portable Unit #1 I/I Bldg (Annually)	0,00	Each	\$ 395,0000	\$ 0,00
46	Portable Unit #1 I/I Bldg (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ 0.00
47	Portable Unit #2 I/I Bldg (Annually)	0.00	Each	\$ 395,0000	\$ 0.00
48	Portable Unit #2 I/I Bldg (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ 0.00
49	Portable Unit #3 I/I Bldg (Annually)	0,00	Each	\$ 395,0000	\$ 0,00
50	Portable Unit #3 I/I Bldg (External 1 Hour Load Bank)	0,00	Each	\$ 295,0000	\$ 0.00

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Page 8 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H I P T O	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

			[ E ]		
	Requestor			on Number	Bid Number
Line Nbr	Item ID - Item Description Portable Unit #4 Eastgate PS (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 395.0000	<b>Total</b> \$ 0.00
52	Portable Unit #4 Eastgate PS (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ 0,00
53	Portable Unit #5 Influent Relief PS (Annually)	0.00	Each	\$ 2,875,0000	\$ O <sub>=</sub> 00
54	Portable Unit #5 Influent Relief PS (External 1 Hour Load Bank)	0,00	Each	\$ 2,000,0000	\$ 0,00
55	Ringgold PS (Annually)	0,00	Each	\$ 645,0000	\$ O <sub>1</sub> 00
56	Ringgold PS (External 1 Hour Load Bank)	0.00	Each	\$ 385,0000	\$ 0,00
57	South Chickamauga PS (Annually)	0,00	Each	\$ 345,0000	\$ 0.00
58	South Chickamauga PS (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0.00
59	Spring Creek PS (Annually)	0,00	Each	\$ 395,0000	\$ 0.00
60	Spring Creek PS (External 1 Hour Load Bank)	0,00	Each	\$ 295,0000	\$ 0,00

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.

Page 9 of 17 Printed: 08/24/2017



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

VENDOR	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H I P T O	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor **Requisition Number Bid Number Unit Price** Item ID - Item Description Quantity Unit Total Line Nbr Summit #1 PS (Annually) Each \$ 345,0000 \$ 0.00 Summit #1 PS (External 1 Hour Load Bank) 0.00 Each \$ 175,0000 \$ 0.00 62 \$ 395,0000 \$ 0.00 63 Tiftonia #1 (Annually) 0.00 Each Tiftonia #1 (External 1 Hour Load Bank) 0.00 Each \$ 295,0000 \$ 0.00 64 \$ 0.00 0.00 \$ 345,0000 65 Warner Park CSO (Annually) Each Warner Park CSO (External 1 Hour Load Bank) 0.00 Each \$ 175.0000 \$ 0.00 66 West Chickamauga PS (Annually) 0.00 Each \$ 395,0000 \$ 0.00 67 West Chickamauga PS (External 1 Hour Load Bank) 0.00 Each \$ 295,0000 \$ 0.00 68 0.00 \$ 345,0000 \$ 0.00 69 Williams Street CSO (Annually) Each 70 Williams Street CSO (External 1 Hour Load Bank) 0.00 Each \$ 175,0000 \$ 0.00

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.

Page 10 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
SHIPTO	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga

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

			[E]		
Z IV	Requestor		Requisit	ion Number	Bid Number
Line Nbr 71	Item ID - Item Description City Hall (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 345.0000	<b>Total</b> \$ 0.00
72	City Hall (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ O <sub>2</sub> OO
73	CFD Station Hall #1 (Annually)	0,00	Each	\$ 345,0000	\$ 0 <sub>0</sub> 00
74	CFD Station Hall #1 (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ O <sub>0</sub> 00
75	CFD Station Hall #3 (Annually)	0,00	Each	\$ 395,0000	\$ 0,00
76	CFD Station Hall #3 (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ 0.00
77	CFD Station Hall #4 (Annually)	0,00	Each	\$ 395,0000	\$ O <sub>2</sub> OO
78	CFD Station Hall #4 (External 1 Hour Load Bank)	0.00	Each	\$ 295_0000	\$ 0.00
79	CFD Station Hall #7 (Annually)	0.00	Each	\$ 345,0000	\$ 0,00
80	CFD Station Hall #7 (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0,00
		***** 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

# Purchase Order BLANKET

Page 11 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H I P T O	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

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INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

	Requestor			on Number	Bid Number
Line Nbr 81	Item ID - Item Description CFD Station Hall #9 (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 345.0000	Total \$ 0.00
82	CFD Station Hall #9 (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0,00
83	CFD Station Hall #10 (Annually)	0.00	Each	\$ 395,0000	\$ 0,00
84	CFD Station Hall #10 (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ 0,00
85	CFD Station Hall #11 (Annually)	0.00	Each	\$ 395,0000	\$ 0.00
86	CFD Station Hall #11 (External 1 Hour Load Bank)	0.00	Each	\$ 295.0000	\$ 0.00
87	CFD Station Hall #16 (Annually)	0,00	Each	\$ 345,0000	\$ 0 <sub>2</sub> 00
88	CFD Station Hall #16 (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0.00
89	CFD Station Hall #21 (Annually)	0,00	Each	\$ 345,0000	\$ 0,00
90	CFD Station Hall #21 (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0.00

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# Purchase Order BLANKET

Page 12 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
S H ! P T O	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisiti	on Number	Bid Number
Line Nbr 91	Item ID - Item Description CFD Resource Bldg (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 345,0000	<b>Total</b> \$ 0.00
92	CFD Resource Bldg (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0,00
93	Fire Training Center F615, Trailer Mounted (Annually)	0.00	Each	\$ 345,0000	\$ 0.00
94	Fire Training Center F615, Trailer Mounted (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0.00
95	12th Street Service Center (Annually)	0.00	Each	\$ 345,0000	\$ 0,00
96	12th Street Service Center (External 1 Hour Load Bank)	0.00	Each	\$ 175 0000	\$ 0.00
97	South Chattanooga Recreation Center (Annually)	0.00	Each	\$ 645,0000	\$ 0.00
98	South Chattanooga Recreation Center (External 1 Hour Load Bank)	0.00	Each	\$ 385 0000	\$ 0,00
99	City Wide Services (Annually)	0.00	Each	\$ 395,0000	\$ 0.00
100	City Wide Services (External 1 Hour Load Bank)	0.00	Each	\$ 295,0000	\$ 0.00

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Page 13 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
SHIPTO	

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 545300

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor		Requestor		on Number	Bid Number
Line Nbr	Item ID - Item Description Tivoli Theatre (Annually)	Quantity 0.00	Unit Each	Unit Price \$ 345,0000	Total \$ 0.00
102	Tivoli Theatre (External 1 Hour Load Bank)	0,00	Each	\$ 175_0000	\$ 0.00
103	Memorial Auditorium (Annually)	0.00	Each	\$ 345,0000	\$ 0.00
104	Memorial Auditorium (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0.00
105	CPD Onion Bottom Station (Annually)	0,00	Each	\$ 345 0000	\$ 0.00
106	CPD Onion Bottom Station (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0,00
107	Police Service Center, PS415 (Annually)	0.00	Each	\$ 345,0000	\$ 0.00
108	Police Service Center, PS415 (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0.00
109	Network Operations Center (Annually)	0.00	Each	\$ 395,0000	\$ 0,00
110	Network Operations Center (External 1 Hour Load Bank)	0_00	Each	\$ 295,0000	\$ 0.00

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Page 14 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
SHIPTO	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel **FOB: DESTINATION** Terms: Immediate

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

Accounts Payable Division City of Chattanooga

	O 101 E Chatt	East 11th Street, Su anooga, TN 37402	ite 101
	Requisit	ion Number	Bid Number
	Unit	Unit Price	Total
ſ	Each	\$ 345_0000	

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description Collegedale, Radio Shop (Annually)	Quantity 0 00	<b>Unit</b> Each	Unit Price \$ 345,0000	<b>Total</b> \$ 0.00
112	Collegedale, Radio Shop (External 1 Hour Load Bank)	0.00	Each	\$ 175,0000	\$ 0.00
113	Cross Mountain, Radio Shop (Annually)	0.00	Each	\$ 345,0000	\$ 0.00
114	Cross Mountain, Radio Shop (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0.00
115	Evensville, Radio Shop (Annually)	0.00	Each	\$ 345,0000	\$ 0,00
116	Evensville, Radio Shop (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0,00
117	Nopone Valley, Radio Shop (Annually)	0.00	Each	\$ 345.0000	\$ 0.00
118	Nopone Valley, Radio Shop (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0,00
119	North Bradley, Radio Shop (Annually)	0.00	Each	\$ 345.0000	\$ 0,00
120	North Bradley, Radio Shop (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0.00
	ē.				

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Page 15 of 17 Printed: 08/24/2017



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

٧	Vendor Number: Vendor Alternate ID: 23447
> E N D O R	Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
SHIPTO	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor Requisition Number Bid Number Unit Unit Price Total Line Nbr Item ID - Item Description Quantity \$ 345.0000 \$ 0.00 Star Mountain, Radio Shop (Annually) 0.00 Fach Star Mountain, Radio Shop (External 1 Hour Load Bank) 0.00 Each \$ 175,0000 \$ 0.00 122 0.00 Each \$ 345,0000 \$ 0.00 Buttermilk, Radio Shop (Annually) 123 124 Buttermilk, Radio Shop (External 1 Hour Load Bank) 0.00 Each \$ 175,0000 \$ 0.00 0.00 \$ 345,0000 \$ 0.00 Each 125 Centerville, Radio Shop (Annually) \$ 0.00 126 Centerville, Radio Shop (External 1 Hour Load Bank) 0.00 Each \$ 175,0000 127 Windrock, Radio Shop (Annually) 0.00 Each \$ 345,0000 \$ 0.00 \$ 175,0000 \$ 0.00 128 Windrock, Radio Shop (External 1 Hour Load Bank) 0.00 Each \$ 345,0000 \$ 0,00 129 Lookout Mountain, Radio Shop (Annually) 0.00 Each 0.00 Fach \$ 175,0000 \$ 0.00 130 Lookout Mountain, Radio Shop (External 1 Hour Load Bank)

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) Ierms 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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Page 16 of 17 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 23447  Energy Systems Southeast LLC 3235 Veterans Circle Birmingham, AL 35235
SHIPTO	

Purchase Order Number 545300

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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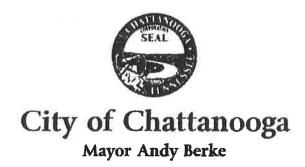
Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101

Chattanooga, TN 37402

Requestor		111 333	Requisition Number		Bid Number
Line Nbr	Item ID - Item Description Signal Mountain, Radio Shop (Annually)	Quantity 0,00	<b>Unit</b> Each	Unit Price \$ 345,0000	<b>Total</b> \$ 0.00
132	Signal Mountain, Radio Shop (External 1 Hour Load Bank)	0,00	Each	\$ 175 0000	\$ 0,00
133	Brock Road, Radio Shop (Annually)	0.00	Each	\$ 345,0000	\$ 0.00
134	Brock Road, Radio Shop (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0 <sub>0</sub> 00
135	Interop Trailer, Radio Shop (Annually)	0,00	Each	\$ 345_0000	\$ 0.00
136	Interop Trailer, Radio Shop (External 1 Hour Load Bank)	0,00	Each	\$ 175,0000	\$ 0_00
137	ESIP Pump Station (Annually)	0.00	Each	\$ 645,0000	\$ 0,00
138	ESIP Pump Station (External 1 Hour Load Bank)	0,00	Each	\$ 385,0000	\$ 0,00
139	East Brainerd PS (Annually)	0,00	Each 🍦	\$ 645,0000	\$ 0,00
140	East Brainerd PS (External 1 Hour Load Bank)	0.00	Each	\$ 385,0000	\$ O <sub>0</sub> 00

TOTAL: \$.00

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August 16, 2018

**Stowers Machinery Corporation** Attn: Jimmy Amberson 4066 South Access Road Chattanooga, TN 37406

Subject: 545303 - Generator Maintenance and Repair Services

Dear Mr. Amberson:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be August 31, 2019.

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to 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.

Mark McKeel, Buyer City of Chattanooga

Phone: (423) 643-7236 Fax: (423) 643-7244

Page 1 of 10 Printed: 08/24/2017



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

Vendor Number: 068871 Vendor Alternate ID: 7640 ٧ Е Stowers Machinery N 4066 S Access Rd D Chattanooga, TN 37406 0 R S H P Т 0

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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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 / Bid No.: 153533 / 304730

Ordering Dept.: Building Maintenance, Public Works

Buyer: Mark McKeel Phone No.: 423-643-7236

Items Being Purchased: Generator Service & Repairs

#### ATTACHMENTS:

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

This Shall Be A Twelve (12) Month Blanket Contract To Supply Annaul Generator Maintenance and Repairs for the City of Chattanooga.

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,

#### \*\*\* PLEASE NOTE

Per Specifications, Additional Generator Sites/Services:

Any locations acquired or newly installed by the City of Chattanooga after the bid award date will be covered under this contract. Vendor will notify buyer of the location, address, brand/mfg., model number, serial number, KW, fuel type and model year if available.

#### 

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Page 2 of 10 Printed: 08/24/2017



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

V E N D O R	Vendor Number: 068871 Vendor Alternate ID: 7640 Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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N V	City of Chattanooga
0 - 0	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101
1	Chattanooga, TN 37402
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т 1	

Requestor			Requisiti	on Number	Bid Number	
Line Nbr   Item ID - Item Description		Quantity	Unit	Unit Price	Total	
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTA GUARANTEE NO MINIMUM OR MAXIIMUM AMOUNT PURCE THE LIFETIME OF THE CONTRACT						
Purchase Order issued in accordance with Stowers Machinery received on August 2, 2017 is hereby made part of this contract						
City Council approved on August 15, 2017						
Contract dates: September 1, 2017 to August 31, 2018						
Vendor Contact: Jimmy Amberson Phone No.: 423-698-6943 Toll-Free No: 1-800-362-9690 Fax No.: 423-698-6947 E-mail: jamberson@stowerscat.com						
5						
T. T						
8						
The undersigned hereby agrees to perform the services in acco. & Conditions, and the bid or quotation.	ordance with the terms and	conditions as se	t forth in this Pur	chase Order, the City	of Chattanooga Standard Terms	
Representative:	Agreed to and accepted	by:				
Title:	CITY OF CHATTANOO	GA, TENNESSEE	≣			
Date:	Name/Title:		_			
	Department:		==			
				100		

This Purchase Order ("Agreement") is a binding agreement between the City of Chaltanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chaltanooga 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.

Page 3 of 10 Printed: 08/24/2017



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

V E N D O R	Vendor Number: 068871 Vendor Alternate ID: 7640  Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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 20 % Mark-up; Repair Parts not Covered by Annual Maintenance Service	Quantity 0,00	<b>Unit</b> Each	Unit Price \$ 1.0000	<b>Total</b> \$ 0.00
2	Non-Emergency Repair Services	0.00	Hour	\$ 90.5000	\$ 0.00
3	Emergency Repair Services	0.00	Hour	\$ 135,0000	\$ 0.00
4	Cost per Gallon for Fuel Polishing (Diesel Only)	0.00	Each	\$ 2,0000	\$ 0.00
5	19th Street CSO (Annually)	0.00	Each	\$ 532,2100	\$ 0.00
6	Admin Building, Moccasin Bend (Annually)	0.00	Each	\$ 720.2100	\$ 0.00
7	Altamont (Annually)	0.00	Each	\$ 873_8600	\$ 0.00
В	Big Ridge #11 (Annually)	0.00	Each	\$ 627.4800	\$ 0,00
9	Big Ridge #12 (Annually)	0.00	Each	\$ 620_6300	\$ 0.00
10	Big Ridge #2 (Annually)	0,00	Each	\$ 708 8500	\$ 0.00

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Page 4 of 10 Printed: 08/24/2017



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

V E N D O R	Vendor Number: 068871 Vendor Alternate ID: 7640 Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel **FOB: DESTINATION** Terms: Immediate

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

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C Е Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor			Requisiti	on Number	Bid Number
Line Nbr	Item ID - Item Description Big Ridge #6 (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 674.6300	Total \$ 0.00
12	Bleach Farm (Annually)	0.00	Each	\$ 592,2100	\$ 0.00
13	Carter Street CSO (Annually)	0,00	Each	\$ 530,2100	\$ 0.00
14	Central Avenue CSO (Annually)	0.00	Each	\$ 583,3600	\$ O <sub>0</sub> O
15	City Landfill PS-1 (Annually)	0.00	Each	\$ 547.4000	\$ O O
16	City Landfill PS-3 (Annually)	0,00	Each	\$ 583,4000	\$ 0.0
17	City Landfill PS-4 (Annually)	0.00	Each	\$ 560,4600	\$ O <sub>*</sub> O
18	City Landfill Flair (Annually)	0.00	Each	\$ 745,8500	\$ 0.0
19	City Landfill Flair Extra (Annually)	0.00	Each	\$ 547.4000	\$ O.O
20	Collegedale (Annually)	0.00	Each	\$ 1,082.5300	\$ 0.0

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Page 5 of 10 Printed: 08/24/2017



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

VENDOR	Vendor Number: 068871 Vendor Alternate ID: 7640 Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division City of Chattanooga

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

Requestor		1 -1 -10	Requisition Number		Bid Number
Line Nbr 21	Item ID - Item Description M.L.K. CSO (Annually)	Quantity 0,00	Unit Each	\$ 668,1000	<b>Total</b> \$ 0,00
22	Mountain Creek (Annually)	0.00	Each	\$ 848,7100	\$ 0.00
23	O & C Building (Annually)	0.00	Each	\$ 710,1700	\$ 0.00
24	Portable Unit #1 I/I Bldg (Annually)	0.00	Each	\$ 738,4900	\$ 0,00
25	Portable Unit #2 I/I Bldg (Annually)	0.00	Each	\$ 738,4900	\$ 0.00
26	Portable Unit #3 I/I Bldg (Annually)	0,00	Each	\$ 738,4900	\$ 0,00
27	Portable Unit #4 Eastgate PS (Annually)	0.00	Each	\$ 785,5900	\$ 0.00
28	Portable Unit #5 Influent Relief PS (Annually)	0,00	Each	\$ 2,986,1800	\$ 0,00
29	Ringgold PS (Annually)	0.00	Each	\$ 1,131,7800	\$ 0,00
30	South Chickamauga PS (Annually)	0.00	Each	\$ 661.7100	\$ 0.00

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Page 6 of 10 Printed: 08/24/2017



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

V E N D O R	Vendor Number: 068871 Vendor Alternate ID: 7640 Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
S H I P T O	ja

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

-Z>0-CE

Accounts Payable Division City of Chattanooga

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

Requestor			Requisition	on Number	Bid Number
Line Nbr	Item ID - Item Description Spring Creek PS (Annually)	Quantity 0,00	<b>Unit</b> Each	Unit Price \$ 719.2700	Total \$ 0,00
32	Summit #1 PS (Annually)	0.00	Each	\$ 677,1500	\$ 0.00
33	Tiftonia #1 (Annually)	0.00	Each	\$ 832,1200	\$ 0,00
34	Warner Park CSO (Annually)	0.00	Each	\$ 528,2000	\$ O <sub>0</sub> 00
35	West Chickamauga PS (Annually)	0.00	Each	\$ 805.7400	\$ 0.00
36	Williams Street CSO (Annually)	0.00	Each	\$ 574,4700	\$ 0.00
37	City Hall (Annually)	0.00	Each	\$ 571_6300	\$ 0 00
38	CFD Station Hall #1 (Annually)	0.00	Each	\$ 563,4400	\$ 0 00
39	CFD Station Hall #3 (Annually)	0.00	Each	\$ 749-1700	\$ 0 <sub>-</sub> 00
40	CFD Station Hall #4 (Annually)	0.00	Each	\$ 819.5200	\$ 0.00
	**************************************				

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.

Page 7 of 10 Printed: 08/24/2017



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

VENDOR	Vendor Number: 068871 Vendor Alternate ID: 7640  Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
S H I P T O	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

Accounts Payable Division City of Chattanooga 0 101 East 11th Street, Suite 101 Chattanooga, TN 37402 C E

Unit Price \$ 760.6800 \$ 570.4600	<b>Total</b> \$ 0.00
\$ 570,4600	
	\$ 0.00
\$ 770,1500	\$ 0,00
\$ 727,4800	\$ 0,00
\$ 591:5700	\$ 0.00
\$ 580.7200	\$ 0,00
\$ 657,5500	\$ 0.00
\$ 742,1500	\$ 0.00
\$ 508 6000	\$ 0.00
\$ 1,233,7800	\$ 0.00
	\$ 657,5500 \$ 742,1500 \$ 508,6000

This Purchase Order ("Agreement") is a binding agreement between the City of Chaltanooga and the Vendor. This Purchase Order shall be governed by the following documents. (1) Purchase Order, (2) City of Chaltanooga 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.

Page 8 of 10 Printed: 08/24/2017



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

V E N D O R	Vendor Number: 068871 Vendor Alternate ID: 7640 Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

TI TIN'X	Requestor		Requisiti	on Number	Bid Number
Line Nbr 51	Item ID - Item Description City Wide Services (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 726,1200	<b>Total</b> \$ 0.00
52	Tivoli Theatre (Annually)	0,00	Each	\$ 542,4300	\$ 0.00
53	Memorial Auditorium (Annually)	0.00	Each	\$ 650,6300	\$ 0.00
54	CPD Onion Bottom Station (Annually)	0.00	Each	\$ 570,5300	\$ 0,00
55	Police Service Center - PS415 (Annually)	0,00	Each	\$ 586.8200	\$ O <sub>-</sub> OO
56	Network Operations Center (Annually)	0.00	Each	\$ 839,4200	\$ 0.00
57	Collegedale, Radio Shop (Annually)	0.00	Each	\$ 553,0500	\$ 0.00
58	Cross Mountain, Radio Shop (Annually)	0,00	Each	\$ 553,0500	\$ 0.00
59	Evensville, Radio Shop (Annually)	0.00	Each	\$ 553,0500	\$ 0,00
60	Nopone Valley, Radio Shop (Annually)	0.00	Each	\$ 553:0500	\$ 0,00

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Page 9 of 10 Printed: 08/24/2017



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

VENDOR	Vendor Number: 068871 Vendor Alternate ID: 7640 Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

-Z>O-CE

Accounts Payable Division City of Chattanooga 101 Fast 11th Street, Suite

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

	Requestor		Bid Number		
Line Nbr 61	Item ID - Item Description North Bradley, Radio Shop (Annually)	Quantity 0.00	<b>Unit</b> Each	Unit Price \$ 553 0500	<b>Total</b> \$ 0.00
62	Star Mountain, Radio Shop (Annually)	0.00	Each	\$ 553 0500	\$ 0.00
63	Buttermilk, Radio Shop (Annually)	0.00	Each	\$ 553,0500	\$ 0.00
64	Centerville, Radio Shop (Annually)	0.00	Each	\$ 553,0500	\$ 0,00
65	Windrock, Radio Shop (Annually)	0,00	Each	\$ 555.5900	\$ 0.00
66	Lookout Mountain, Radio Shop (Annually)	0.00	Each	\$ 554,7600	\$ 0.00
67	Signal Mountain, Radio Shop (Annually)	0.00	Each	\$ 554,7600	\$ 0.00
68	Brock Road, Radio Shop (Annually)	0.00	Each	\$ 544 <u>.</u> 7600	\$ 0.00
69	Interop Trailer, Radio Shop (Annually)	0.00	Each	\$ 540,5000	\$ 0.00
70	ESIP Pump Station (Annually)	0.00	Each	\$ 901.8000	\$ 0.00

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Page 10 of 10 Printed: 08/24/2017



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

V E N D O R	Vendor Number: 068871 Vendor Alternate ID: 7640 Stowers Machinery 4066 S Access Rd Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 545303

PO Date: 24-AUG-17 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

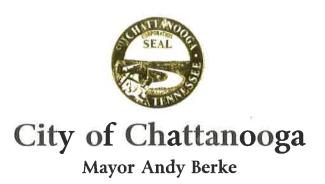
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

	Requestor		Requisit	ion Number	Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
71	Item ID - Item Description East Brainerd Pump Station (Annually)	0.00	Each	\$ 836,7500	\$ 0.00
				8	

TOTAL: \$.00

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August 29, 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. 534176 – Emulsion Polymer – Waste Resource Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 534176 for Emulsion Polymer, Waste Resource Division, Public Works Department. The City of Chattanooga is renewing the third (3<sup>rd</sup>) renewal option for twelve (12) months through September, 2019, with one (1) renewal option remaining for an estimated annual amount of \$1,000,000. 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 five (5) 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 No. 534176 for Emulsion Polymer to BASF Corporation, 100 Park Avenue, Florham Park, NJ 07932.

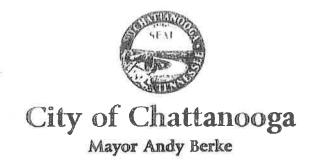
Chris Woodward

Respectfully yours,

Bonnie Woodward Director of Purchasing

BW/mlm

Attachments



August 7, 2018

BASF Corporation Attn: Richard Burgess 100 Park Avenue Fiorham Park, NJ 07932

Subject: 534176 - Emulsion Polymer

Dear Mr. Burgess:

The City of Chattanooga would like to extend the above referenced contract for an additional twelve (12) months at the same terms and conditions. If adjustment of contract pricing is needed, please include a schedule of proposed prices by return letter. The City will review the proposed prices and advise you of their acceptability.

The new expiration date will be September 13, 2019

Please render the appropriate signature below and return via fax to 423-643-7244 or by email to <a href="mailto:mmckeel@chattanooga.gov">mmckeel@chattanooga.gov</a> 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.

Rachel Potter, Marketing Manager

Signed: \_\_\_\_\_\_ BASF Corporation

Date. August 23, 2018

Sincerely,

Mark McKeel, Buyer City of Chattanooga

Phone: (423) 643-7236 Fax: (423) 643-7244



August 17, 2018

City of Chattanooga 101 E 11th St, Suite G13 Chattanooga, TN 37402

Subject: 534176 - Emulsion Polymer

Dear Mr. McKeel:

BASF Paper and Water Chemicals is in receipt of your request to renew our 534176 – Emulsion Polymer contract. We request a price increase of 10% for bulk orders of Zetag®8848FS, effective September 30, 2018. This adjustment is necessary to address an increase in the costs of raw materials and labor. Please see Attachment A for supporting data.

This will result in the following price: Zetag®8848FS (bulk): \$0.873/lb

We respectfully request your consideration and look forward to hearing from you.

Arianne Williams

Associate Product Manager

Paper Chemicals and Water Treatment Solutions

**Business Unit Water Solutions** 

Phone: (704) 587-1831 Fax: (704) 587-1803

#### Attachment A

Supporting Information for a Price Increase for the City of Chattanooga.

Drivers.

 Raw Materials: BASF Paper and Water Chemicals has experienced a significant increase in costs of Propylene, a derivative of Crude Oil and is a key ingredient in the manufacture of our cationic liquid flocculants. Other raw materials such as Caustic Soda have also experienced significant cost increases.

Freight and Labor Costs: Freight cost increases of 16% and labor cost increases

of 3% are affecting the entire chemicals industry.

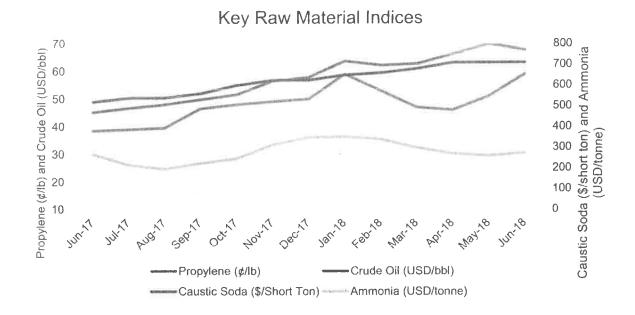
#### Result

September 30, 2018 – September 29, 2019 Zetag®8848FS (bulk): \$0.873/lb

Propylene, Caustic Soda, Ammonia, and Crude Oil:

Propylene is a key contributing factor in our request for price increase. Since June 2017, the change in the price of Propylene has increased by 53.2%, from \$0.385/lb to \$0.59/lb. The cost for Caustic Soda has steadily increased since June 2017 resulting in a 36.5% change and Ammonia has experienced a 2.3% change from \$266.5/tonne to \$272.5/tonne. Also, Crude Oil has increased by 49.8% since June 2017.

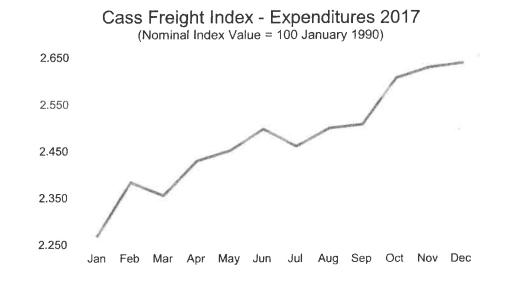
	Propylene	Caustic Soda	Ammonia	Crude Oil
	(¢/lb)	(\$/Short Ton)	(USD/tonne)	(USD/bbl)
Jun-17	38.5	520	266.5	45.2
Jul-17	39.0	540	215.0	46.7
Aug-17	39.5	540	195.0	48.0
Sep-17	46.5	560	222.5	49.8
Oct-17	48.0	600	245.0	51.6
Nov-17	49.0	625	313.0	56.5
Dec-17	50.0	625	348.3	57.9
Jan-18	59.0	650	351.3	63.7
Feb-18	53.0	660	340.0	62.2
Mar-18	47.0	680	299.0	62.8
Apr-18	46.0	710	270.0	66.3
May-18	51.0	710	258.0	70.0
Jun-18	59.0	710	272.5	67.7
Change (YOY)	53.2%	36.5%	2.3%	49.8%



Propylene - Polymer grade NAFTA Contract-Benchmark Stream Value, Cents/Pound, Delivered United States
Caustic Soda - (Dry Basis), Diaphragm Grade, Contract-Market, High, Ex Tank US Southeast, US\$ per Dry Short Ton
Ammonia - Fertilizer CFR Tampa Assessment Hybrid Spot/Contract 0-8 Weeks Full Market Range (Mid): USD/tonne/Monthly
Crude Oil - WTI

### Freight and Labor Cost Increases:

Freight costs have increased by 16% through 2017, based on the Cass Freight Index Report<sup>TM</sup> from December 2017 which demonstrates this trend.



	December 2017	Year- over-year change	Month-to- month change
Shipments	1.151	7.2%	-0.3%
Expenditures	2.638	16.0%	0.3%

Cass Freight Index Report, December 2017

Korn Ferry Hay Group is a global management consulting firm that works with leaders to transform strategy into reality. Hay Group is the leading provider of chemicals industry data in the US and in more than 60 other countries. Hay Group US conducts the annual Chemicals Industry Compensation and Benefits Survey, with participating companies from both US-based and internationally based companies.

The following data shows the average salary increase resulting in increased labor costs incurred by the chemicals industry in 2017. The labor cost increase averages 3.0%.

### Korn Ferry Hay Group salary planning figures – chemicals industry

Figures taken from the June 2017 survey analyses

Actual and planned salary budget increases by employee group

	Executive senior management		Middle management seasoned professional		Supervisory junior professional		Clerical operations		
ĺ	Actual 2017	Planned 2018	Actus: 2017	Planned 2018	Actua: 2017	Planned 2018	Actual 2017	Platined 2018	
P90	3.2%	3,3%	3.2%	3.3%	3.2%	3,3%	3.1%	3.3%	
P75	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
P50	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
P25	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
P10	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	
Average	3.0%	3.1%	2.9%	3.1%	2.9%	3.1%	2.9%	3.1%	

Page 1 of 4 Printed: 08/27/2018



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

V E N D O R	Vendor Number: Vendor Alternate ID: 387098  BASF Corporation P.O. Box 360941  Pittsburgh, PA 15251-6941
S H I P T O	

Purchase Order Number 534176

PO Date: 20-AUG-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

N Accounts Payable Division City of Chattanooga 0 101 East 11th Street, Suite 101 Chattanooga, TN 37402 C Е

Requestor		Requisition Number		Bid Number
Line Nbr / Item ID - Item Description	Quantity	Unit	Unit Price	Total

Requisition No.: 117088

Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233

This shall be a twelve (12) month blanket contract for the Supply and Delivery of Emulsion Polymer for the Waste Resources Division. The contract may be renewed for four (4) 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 BASF Corporation dated 7-15-15 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 AUGUST 18, 2015

CONTRACT BEGINNING/ENDING DATES:

9-14-2015 TO 9-14-2016

Vendor Contact: Richard Burgess

Phone: 800-322-3885 Fax: 973-307-2316

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 Office

Page 2 of 4 Printed: 08/27/2018



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

Vendor Number:
Vendor Alternate ID: 387098

BASF Corporation
P.O. Box 360941
Pittsburgh, PA 15251-6941

SHIPPTO

Purchase Order Number 534176

PO Date: 20-AUG-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

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Accounts Payable Division
City of Chattanooga

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

**3** ,

Requisition Number

Line Nbr Item ID - Item Description Quantity Unit Unit Price Total

Change Order #1

Contract has been extended an additional twelve (12) months.
The new contract performance date is September 13, 2017

City Council approved on July 5, 2016

1st Renewal

This Purchase Order ("Agreement") is a binding agreement between the City of Chatlanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chatlanooga 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.

Page 3 of 4 Printed: 08/27/2018



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

Vendor Number: Vendor Alternate ID: 387098 V E **BASF** Corporation N P.O. Box 360941 D Pittsburgh, PA 15251-6941 0 R S Н Р T 0

Purchase Order Number 534176

PO Date: 20-AUG-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number	
ine Nbr Item ID - Item Description	Quantity	Unit	Unit Price	Total	
Change Order #1					
ontract has been extended an additional twelve (12) months ne new contract performance date is September 13, 2018.					
y Council approved on June 27, 2017					
2nd Renewal					

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Page 4 of 4 Printed: 08/27/2018



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

VENDOR	Vendor Number: Vendor Alternate ID: 387098  BASF Corporation P.O. Box 360941  Pittsburgh, PA 15251-6941
SHIPTO	

Purchase Order Number 534176

PO Date: 20-AUG-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

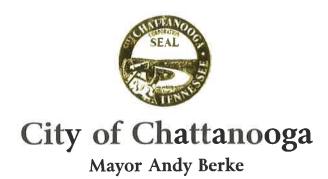
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor Requisition Number		Requestor		Requisition Number		Requisition Number Bid Num		Requisition Number		
Item ID - Item Description Emulsion Polymer per specifications	Quantity 0.00	<b>Unit</b> Pound	Unit Price \$ 0.7940	<b>Total</b> \$ 0.00						
	Item ID - Item Description Emulsion Polymer per specifications	Item ID - Item Description Emulsion Polymer per specifications  Quantity 0,00	Item ID - Item Description   Quantity   Unit	Item ID - Item Description Emulsion Polymer per specifications  Quantity 0.00 Pound \$0.7940						

TOTAL: \$.00

This Purchase Order ("Agreement") is a binding agreement between the City of Challanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chaltanooga 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.



August 29, 2018

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

Subject: Contract Renewal of Blanket PO No. 538198 – Haworth Open Office Landscape Furniture – City Wide – Facilities Management Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 538198 for Haworth Open Office Landscape Furniture, City Wide, Facilities Management, Public Works Department. The City of Chattanooga is renewing the second (2<sup>nd</sup>) and last contract renewal option for twelve (12) months through August 31, 2019, for an estimated annual amount of \$250,000. A copy of the State of Tennessee State-Wide PO No. SWC238-28266 and a copy of the contract are enclosed.

This blanket contract is utilizing the State of Tennessee State-Wide PO No. SWC238-28266 to NOI Chattanooga for Haworth Open Office Landscape Furniture.

TCA 6-56-304.2 allows this single source blanket contract exempted from the usual advertising and bidding requirements.

I recommend approval of this blanket contract to NOI Chattanooga, 4167 South Creek Road, Chattanooga, TN 37406, based on the State of Tennessee State-Wide PO No. SWC238-28266 as stated above for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward

**Director of Purchasing** 

mull bodusord

BW/mlm

Attachments

Home







### **Central Procurement Office - Statewide Contracts**

Statewide Contract Number

1 238

Statewide Contract Name Open Office Landscape Furn Contract Beginning Date

09/01/2011

Expire Date

Supplier Name

Nashville Office Interiors Inc

Edison Contrac

0000000000000

https://sso.edison.tn.gov/psp/paprd\_6/SUPPLIER/ERP/c/TN\_PUBLIC\_SUPPLIER.TN\_ACTIVE\_SWC\_CMP2.GBL?Page=TN\_CNTRCT\_EVAL&Action... 1/1









#### Contract Detail Contract Pricing Extended to Local Governments and State Agencies Contract ID: 00000000000000000000028266 SWC 238-Open Office Furniture Buyer Email: lindsey.lattner@tn.gov Buyer Name: Lattner,Lindsey Telephone 615-741-1035 Supplier: Nashville Office Interiors Inc Contract Begin Date Contract End Date 09/01/2011 08/31/2019 Personalize | Find | View All | [ ] First 1 1-3 of 64 Last Contract Line Detail Item ID Hem Description UNSPSC Code Unit of Measure Work Surfaces - Hawerth Compose, Adaptable Components, See Chart for Discount Percent 12 83975 80111817 PI 0.01000 Werk Surfaces - Hawerth, Company, Adaptable Components, See Charl for Discount Percent 12 83975 80111617 0.01000 Tables, Height Adjustable Howorth Tables, Pinnes Series Haworth Patterns-Reside, and 15 83975 80111617 P1 0.01000 Enclose-Compose Storage, See Chart for Discount Percent

Close this window to return to the Contract Search Page



### STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES CENTRAL PROCUREMENT OFFICE

#### Statewide Contract Issued to:

Nashville Office Interiors Inc PO Box 330399 Nashville, TN 37203-0399

Vendor ID: 0000091567

Contract Number: 0000000000000000000028266

Title: SWC 238-Open Office Furniture

Start Date: September 01, 2011 End Date: August 31, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

<u>Authorized Users.</u> This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

#### **Contract Contact Information:**

State of Tennessee

Department of General Services, Central Procurement Office

Contract Administrator: Lindsey Lattner

3rd Floor, William R Snodgrass, Tennessee Tower

312 Rosa L. Parks Avenue Nashville, TN 37243-1102 Phone: 615-741-9282

Fax: 615-741-0684

Email: Lindsey.Lattner@tn.gov

#### Line Information

#### Line 1

Item ID: 1000139198

Project Consulting Services, Price per Hour

Unit of Measure: HR

Vendor Item/Part #: OOF-PC

Manufacturer Item #:
Unit Price: \$ 125

#### Line 2

Item ID: 1000139197

Re-installation Services, Price per Hour

Unit of Measure: HR

Vendor Item/Part #: OOF-RIS

Manufacturer Item #:

Unit Price: \$37.5

#### Line 3

Item ID: 1000139199

Noise Supression Installation Services, Price per Square Foot

Unit of Measure: SF

Vendor Item/Part #: OOF-NSIS

Manufacturer Item #: Unit Price: \$ 0.5

#### Line 4

Item ID: 1000139196

Programming and Design Services, Price per Hour

Unit of Measure: HR

Vendor Item/Part #: OOF-PDS

Manufacturer Item #: Unit Price: \$ 75

#### Line 5

Item ID:

Panels - Haworth Compose/Unigroup Too, See Chart for Discount Percent

Unit of Measure: P1
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0.01

#### Line 6

Item ID:

Seating/Chairs - Haworth Improv, See Chart for Discount Percent

Unit of Measure: P1

Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 7

Item ID:

Haworth Hello series seating, Zody series seating, Very series seating, X-99 series seating, Lively series seating, and Collection seating product; and M Sit, NC-B Resonate, Qbic, K700, SE04 LTB, and Haworth Health Environments, see Chart for

Discount

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 8

Item ID:

Chair Parts - Haworth Seating Parts, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 9

Item ID:

Casegoods/Seating/Tables - National Brand All Catalogs, and Haworth Wood Casegoods, See Chart for

Discount Percent
Unit of Measure: P1
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0.01

#### Line 10

Item ID:

Steel Overhead Storage - Haworth Compose, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 11

Item ID:

Steel Pedestal Storage - Haworth Steel Casegoods X Series and V Series, and Haworth Beside Products,

See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 12

Item ID:

Work Surfaces - Haworth Compose, Adaptable Components, See Chart for Discount Percent

Unit of Measure: P1
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0.01

#### Line 13

Item ID:

Tables - Haworth Tables, Unigroup Series, See Chart for Discount Percent

Unit of Measure: PI Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 14

Item ID:

Tables - Premise Series, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 15

Item ID:

Tables: Height Adjustable - Haworth Tables, Planes Series, Haworth Patterns-Reside, and Enclose-

Compose Storage, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 16

Item 1D:

Organizational Worktools - Haworth Compose, Jump Stuff, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 17

Item ID:

Computer Support Tools - Haworth Ergonomic Worktools, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 18

Item ID:

Monitor Arms - Haworth, Ergonomic Worktools, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

#### Line 19

Item 1D:

Personal Lighting - Haworth, Compose, LED Lim. See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #:

#### Unit Price: \$ 0.01

#### Line 20

Item ID:

Personal Lighting - Haworth, Compose, Undershelf Task Light, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #; Unit Price: \$ 0.01

### Line 21

Item ID:

Noise Suppression - Cambridge, See Chart for Discount Percent

Unit of Measure: P1 Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0.01

Oute Fried & O.

#### Line 22

Item ID: 1000146599

DISCONTINUED ITEM: Contractor dedicated, on site lead consultant, price per hour

Unit of Measure: HR

Vendor Item/Part #: OOF-OSLC

Manufacturer Item #: Unit Price: \$ 100

#### Line 23

Item ID: 1000157740

T-3 Photographic Artwork Program - Tennessee Tower (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-TN TOWER

Manufacturer Item #:
Unit Price: \$ 44990

#### Line 24

Item ID: 1000157741

T-3 Photographic Artwork Program - Andrew Johnson Bldg (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-A-JOHNSON

Manufacturer Item #:
Unit Price: \$ 17380

#### Line 25

Item ID: 1000157742

T-3 Photographic Artwork Program - Davy Crockett Bldg (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-DAVY CROCKETT

Manufacturer Item #:
Unit Price: \$ 18590

#### Line 26

Item ID: 1000157743

T-3 Photographic Artwork Program - Middlebrook Pike (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-MIDDLEBROOK

Manufacturer Item #:

Unit Price: \$ 7150

Line 27

Item ID: 1000157744

T-3 Photographic Artwork Program - Pellissippi (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-PELLISSIPPI

Manufacturer Item #: Unit Price: \$ 7150

Line 28

Item ID: 1000157745

T-3 Photographic Artwork Program - 665 Mainstream Drive (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-MAINSTREAM

Manufacturer Item #:
Unit Price: \$ 7150

Line 29

Item ID: 1000157746

T-3 Photographic Artwork Program - Lowell Thomas Original (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-L-THOMAS O

Manufacturer Item #: Unit Price: \$ 9515

Line 30

Item ID: 1000157747

T-3 Photographic Artwork Program - Lowell Thomas Additional (Price Not Exceed)

Unit of Measure: EA

Vendor (tem/Part #: T3-L-THOMAS A

Manufacturer Item #:
Unit Price: \$ 9515

Line 31

Item ID: 1000157748

T-3 Photographic Artwork Program - Andrew Jackson Bldg (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-A-JACKSON

Manufacturer Item #: Unit Price: \$ 23760

Line 32

Item ID: 1000157749

T-3 Photographic Artwork Program - Citizen's Plaza, T3 Floors Only (Price Not to Exceed)

Unit of Measure: EA

Vendor Item/Part #: T3-C-PLAZA

Manufacturer Item #: Unit Price: \$ 18590

APPROVED

CHEP PROCUREMENT OFFICER BY: H TULY TULTURE AGENT

6/20/18

DATE

Page 1 of 8 Printed: 08/30/2017



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

Vendor Number

VENDOR	Vendor Alternate ID: 55935  NOI Chattanooga 4167 S Creek Road Chattanooga, TN 37406
S H I P T O	6,

Purchase Order Number 538198

PO Date: 13-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N Accounts Payable Division
V City of Chattanooga
101 East 11th Street, Suite 101
C C E

Requestor		Requisition Number		Bid Number
Line Nbr   Item ID - Item Description	Quantity	Unit	Unit Price	Total

Requisition / Bid No.: 134714 / 304247 Ordering Dept.: General Services Buyer: Mark McKeel

Phone No.: 423-643-7236

Items Being Purchased: Haworth Open Office Landscape Furniture - SWC 238

This contract is to coincide with the State of Tennessee SWC 238 Contract No. 28266. Current contract expires August 31, 2016. The State has approved to extend for another year with two (2) options to renew. Contract will end August 31, 2019.

#### ATTACHMENTS:

City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.

This Shall Be A Sixteen (16) Month Blanket Contract To Supply Haworth Open Office Landscape Furniture to General Services, Building Maintenance.

The Contract Term May Be Renewed For An Additional Two (2) 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 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.

Purchase Order issued in accordance with Nashville Stationary Company, Inc. dba Nashville Office Interiors (NOI) using State of Tennessee Contract No. SWC238-28266 is hereby made part of this contract.

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.

Page 2 of 8 Printed: 08/30/2017



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

V E N D O R	Vendor Number: .Vendor Alternate ID: 55935  NOI Chattanooga 4167 S Creek Road Chattanooga, TN 37406
SHIPTO	

PO Date: 13-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 538198

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number
Line Nbr I Item ID - Item Description	Quantity	Unit	Unit Price	Total

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

City Council approved on May 10, 2016

Contract dates: May 13, 2016 to August 31, 2017

\*\* This coincides with the State of Tennessee contract \*\*

Vendor Contact: Jeff Allen

Phone No.: 423-629-6100 Cell No.: 423-598-6788 Fax No.: 423-629-6177 E-mail: jallen@noi-tn.com

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.

Page 3 of 8 Printed: 08/30/2017

Purchase Order Number

538198



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

Vendor Number: Vendor Alternate ID: 55935

N D O R	NOI Chattanooga 4167 S Creek Road Chattanooga, TN 37406		PO Date: 13 Buyer: Mark FOB: DESTI Terms: Immo	McKe NATIC	el	DUP	CES: Direct invoices in LICATE to the Invoice dress shown below.
S H I P T O				- N V O - C E	Accounts Pay City of Chatta 101 East 11th Chattanooga	anooga n Street,	Suite 101
	Requestor				Requisition Numb	er	Bid Number
			0		-14 I II-14	Price	Total
	ne Nbr   Item ID - Item Description		Quantity	U	nit   Unit	rice	Otal
Note Stor a co avai	nty percent (80%) of the balance owed, in the amount of \$102,412.6 ment, and reserves the right to inspect all items, prior to delivery, withstanding, Contractor assumes all responsibility to deliver all involved acceptance and delivery of all involved items shall be subject andition acceptable to the City consistent with the requirements set allable remedies for recovery of monies owed under the City standard amounts paid shall go towards reducing the involved balance in additioned after partial payment shall be \$25,603,17. The City agrees to a balances paid.	piced items to the City's orth under d terms and ition to ens	to the designated loc s Purchase Order Sta this Purchase Order d applicable law. uring safe and secure	ation and ndard Te and gove	perform all agreed urms and Conditions. rning standard terms of the invoiced items	pon setup a In the even the City re-	and installation upon delivery. It that items cannot be delivered in serves the right to pursue all
	undersigned hereby agrees to perform the services in accordance onditions, and the bid or quotation.	with the ter	ms and conditions as	set forth	in this Purchase Ord	er, the City	of Chattanooga Standard Terms
		ed to and a	ccepted by:				
		OF CHATT	ANOOGA, TENNES	SEE			
Date	eName	/Title:					
	Depart	tment:					

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Page 4 of 8 Printed: 08/30/2017



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

Vendor Number: Vendor Alternate ID: 55935 V Е NOI Chattanooga Ν 4167 S Creek Road D Chattanooga, TN 37406 0 R S Н P Т 0

PO Date: 13-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 538198

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
V 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

Change Order #1

Contract has been extended an additional twelve (12) months.
New contract performance date is August 31, 2018.

City Council approved contract renewal on August 29, 2017.

1st Renewal

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.

Page 5 of 8 Printed: 08/30/2017



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

VENDOR	Vendor Number: Vendor Alternate ID: 55935  NOI Chattanooga 4167 S Creek Road Chattanooga, TN 37406
S H I P T O	

PO Date: 13-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate Purchase Order Number 538198

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N A C C C C C

Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

**Requisition Number Bid Number** Requestor Unit Price Total Item ID - Item Description Quantity Unit Line Nbr \$ 125,0000 \$ 0.00 Project Consulting Services Hour \$ 45,0000 \$ 0,00 Hour Re-installation Services 0.00 0.00 Square Foot \$ 0.5000 \$ 0:00 Noise Suppression Installation Services 4 \$ 75,0000 \$ 0.00 Programming & Design Services 0.00 Hour 5 \$0.006 Panels - Haworth Compose/Unigroup Too; See Chart for Discount 0.00 Each \$ 1,0000 ercent 0.00 Each \$ 1,0000 \$ 0.00 7 Seating/Chairs - Haworth Improv; See Chart for Discount Percent \$ 0.00 \$ 1.0000 Seating/Chairs - Haworth Hello Series, Zody Series, Very Series, X-99 0.00 Each Series, Lively Series & Collection Products; See Chart for Discount \$ 1.0000 \$ 0.00 Seating/Chairs - Haworth M Slit, NC-B Resonate, Qbic, K700, SE04 0.00 Each 14 LTB Seating and Haworth Health Environments; See Chart for Discount \$ 1:0000 \$ 0.00 Chair Parts - Haworth Seating Parts; See Chart for Discount Percent 0.00 Each 15 Casegoods/Seating/Tables - National Brand All Catalogs & Haworth 0.00 Each \$ 1.0000 \$ 0.00 16 Wood Casegoods; See Chart for Discount Percent

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.

Page 6 of 8 Printed: 08/30/2017



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

VENDOR	Vendor Number: Vendor Alternate ID: 55935  NOI Chattanooga 4167 S Creek Road Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 538198

PO Date: 13-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

	Requestor		Requisition	on Number	Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total \$ 0.00
17	Steel Overhead Storage - Haworth Compose; See Chart for Discount Percent	0.00	Each	\$ 1,0000	\$ 0.00
18	Steel Pedestal Storage - Haworth Steel Casegoods X Series & V Series and Haworth Beside Products; See Chart for Discount Percent	0.00	Each	\$ 1,0000	\$ 0,00
19	Work Surfaces - Haworth Compose, Adaptable Components; See Chart for Discount Percent	0,00	Each	\$ 1,0000	\$ 0.00
20	Tables - Haworth Tables, Unigroup Series; See Chart for Discount Percent	0,00	Each	\$ 1,0000	\$ 0.00
21	Tables - Premise Series; See Chart for Discount Percent	0.00	Each	\$ 1.0000	\$ 0.00
22	Tables, Height Adjustable - Haworth Tables-Plane Series, Hawoth Patterns-Reside & Enclose-Compose Storage; See Chart for Discount Percent	0,00	Each	\$ 1,0000	\$ 0.00
23	Organizational Worktools - Haworth Compose, Jump Stuff; See Chart for Discount Percent	0.00	Each	\$ 1,0000	\$ 0 <sub>.</sub> 00
24	Computer Support Tools - Haworth, Ergonomic Worktools; See Chart for Discount Percent	0.00	Each	\$ 1_0000	\$ 0,00
25	Monitor Arms - Haworth, Ergonomic Worktools; See Chart for Discount Percent	0.00	Each	\$ 1,0000	\$ 0,00
26	Personal Lighting - Haworth Compose, LED Lim; See Chart for Discount Percent	0.00	Each	\$ 1,0000	\$ 0.00

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Page 7 of 8 Printed: 08/30/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 55935  NOI Chattanooga 4167 S Creek Road Chattanooga, TN 37406
SHIPTO	

Purchase Order Number 538198

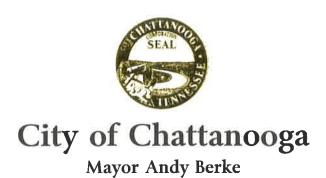
PO Date: 13-MAY-16 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

N Accounts Payable Division
V City of Chattanooga
101 East 11th Street, Suite 101
C C F

Requestor			Requisition Number		Bid Number
ne Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
27	Item ID - Item Description Personal Lighting - Haworth Compose, Undershelf Task Light; See Chart for Discount	0.00	Each	\$ 1,0000	\$ 0,00
28	Noise Suppression - Cambridge; See Chart for Discount Percent	0.00	Each	\$ 1.0000	\$ 0.00
			70		

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.



August 29, 2018

Mr. Brent Messer Chief Information Officer Information Technology Department 1100 Market St. Suite 300 Chattanooga, TN 37402

Subject: PO545299 - Blanket Contract Renewal - Staymobile Venture, LLC - Lenovo

Certified Repair Service-Information Technology Department

Dear Mr. Messer:

Council approval is recommended to renew the blanket contract with Staymobile Venture, LLC for Lenovo Certified Repair Service, for an amount not to exceed \$75,000 per year. The contract term will be for twelve (12) months through August 2019, with one (1) renewable twelve (12) month term.

The current purchase order and sole source justification is attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

I recommend renewing this contract with Staymobile Venture, LLC to provide Lenovo Certified repair service.

Respectfully yours,

Bonnie Woodward Director of Purchasing

BW/mh

Attachments

Staymobile Venture, LLC 501 Signal Mountain Road Chattanooga, TN 37405

Marchand

Page 1 of 2 Printed: 08/24/2017



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

Vendor Number: Vendor Alternate ID: 562122 V Ε Staymobile Venture LLC N 1850 Parkway PI SE Ste 720 D Marietta, GA 30067 0 S Н 1 Ρ T 0

PO Date: 24-AUG-17 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate

Purchase Order Number 545299

INVOICES: Direct invoices in **DUPLICATE** to the Invoice address shown below.

0 C

Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requisition Number **Bid Number** Requestor Quantity Unit **Unit Price** Total Line Nbr Item ID - Item Description

Requisition No. 157541

Ordering Dept.: Information Technology

Buyer: Sharon Lea, Email: slea@chatlanooga.gov

Phone No.: 423-643-7235

Lenovo Certified Repair Service (Information Technology Dept)

This Shall Be A Twelve (12) Month Blanket Contract To Supply Lenovo Certified Repair Service for Electronic Tablets, IPads, Cell Phones, Etc. for the Information Technology Department: 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.

THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.

Council Letter Approval: August 15, 2017 Not to Exceed: \$50,000.00 Per Year Initial Contract Term: 8/15/2017 - 8/14/2018

Reference: Preferred Pricing Guide, Scope of Services, City of Chattanooga

Standard Terms & Conditions

StayMobile 501 Signal Mountain Road Chattanooga, TN 37405

Jason Cirrincione, Director of Business Development M. 803-917-9876, E. jasonc@staymobile.com or t.jackson@staymobile.com Maduald 1

This Purchase Order ("Agreement") is a binding agreement between the City of Chatlanooga 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

Page 2 of 2 Printed: 08/24/2017



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

V E N D O R	Vendor Number: Vendor Alternate ID: 562122  Staymobile Venture LLC 1850 Parkway PI SE Ste 720  Marietta, GA 30067
S H I P T O	

Purchase Order Number
545299

PO Date: 24-AUG-17

INVOICES: Direct invoices in

Buyer: Sharon Lea
FOB: DESTINATION
Terms: Immediate

INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

Accounts Payable Division
City of Chattanooga
101 East 11th Street, Suite 101
Chattanooga, TN 37402

FS4c.viii	Requestor	1 10 - 1	Requisitio	n Number	Bid Number
Line Nbr		Quantity 0,00	Requisitio Unit Each	Unit Price \$ 1.0000	Total \$ 0.00

TOTAL: \$.00

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.

## CHATTANOOGA PURCHASING DIVISION SOLE SOURCE JUSTIFICATION FORM

Sole source purchases are goods and services available from only one supplier, and cannot be procured through the competitive bidding process because of the existence of a single source of supply, or other reason below. Justification for this basis must be provided, per purchase order.

Description of item/service, its function and cost estimate \$50,000 Annually This is a sole source vendor because: Sole provider of proprietary rights, and/or is a licensed or patented good or service. Sole provider of items that are repair parts of or upgrades to existing equipment/systems. X Sole provider of factory-authorized warranty service. Sole provider with specialized facilities or technical competence. Sole provider of unique equipment or products not offered by others. What steps were taken to verify that these features are not available elsewhere? (Attach any additional explanation) X Other brands/manufacturers were examined (List specific company names, phone numbers and contact names, and explain why there were not suitable) \_\_ Other vendors were contacted (List specific company names, phone numbers and contact names, and explain why these were not suitable). What specific feature makes this item unique and why is this feature needed for your project? Please attach the suggested vendor's letter stating the reasons that it is considered a sole source for the product/service, if applicable. Suggested Vendor Department My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City.

Department Head's Signature

To Whom It May Concern;

Thank you for the opportunities to support the City of Chattanooga.

Staymobile is the only authorized Lenovo certified repair center for both consumer and business (Lenovo) devices in the area as well as the only CERTIFIED PREMIER LENOVO PARTNER in an area that extends much further in the Southeast USA.

Additionally, please note that the Staymobile service facility is located inside the Chattanooga city limits

Thank you and please do not hesitate to contact me with any questions.

We look forward to continuing excellent support with lifetime warranty on the parts and repairs.

Sincerely,

Kostas Hatzikoutelis Vice President Staymobile Jodi Burton spoke with Adam Disbrow with Cell Surgeon, he confirmed they are not an authorized repair warranty service with Lenovo. Cell Surgeon 423-668-0100

Jodi Burton spoke with Jay at We Fix It phone repairs 423-661-7942, they are unable to purchase Lenovo parts with their current supplier.