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**TUESDAY, APRIL 9, 2019**  
**CITY COUNCIL REVISED AGENDA**  
**6:00 PM**

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Mitchell).
- III. Minute Approval.
- IV. Special Presentation.
- V. **ELECTION OF OFFICERS.**
- VI. **Ordinances – Final Reading:**

**PLANNING**

- a. [2018-112 Crown Interiors/Shannon Kelly \(R-1 Residential Zone to M-1 Manufacturing Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 6200 block of Vance Road, more particularly described herein, from R-1 Residential Zone to M-2 Manufacturing Zone, subject to certain conditions. \(District 6\) \(Recommend denial of Applicant's request and recommend to approve a portion\) \(Subject to removal from table on 8/28/2018\) \(Added with permission by Chairman Smith and Councilwoman Berz\)](#)

- VII. **Ordinances – First Reading:**

**PLANNING**

- a. [2019-024 John Smotherman \(R-1 Residential Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7315 Tyner Road and 7445 Lee Highway, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 6\) \(Recommended for approval by Planning\)](#)

[2019-024 John Smotherman \(R-1 Residential Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7315 Tyner Road and 7445 Lee Highway, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(Staff Version\)](#)

2019-024 John Smotherman (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7315 Tyner Road and 7445 Lee Highway, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (Alternate Version)

2019-024 John Smotherman (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7315 Tyner Road and 7445 Lee Highway, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone. (Applicant Version)

## **PUBLIC WORKS AND TRANSPORTATION**

### **Public Works**

- b. An ordinance amending Chattanooga City Code, Part II, Chapter 4, Article II, Rules, Regulations, Criteria, Standards, Section 4-41, Rules Adopted and Chapter 20, Article II, Health Nuisances, by adding Sections 20-29 through 20-32, relating to Noxious Odors and Nuisances. (Sponsored by Chairman Smith) (Deferred from 3/26/2018)

An ordinance amending Chattanooga City Code, Part II, Chapter 4, Article II, Rules, Regulations, Criteria, Standards, Section 4-41, Rules Adopted and Chapter 20, Article II, Health Nuisances, by adding Sections 20-29 through 20-32, relating to Noxious Odors and Nuisances. (Alternate Version #2)

An ordinance amending Chattanooga City Code, Part II, Chapter 4, Article II, Rules, Regulations, Criteria, Standards, Section 4-41, Rules Adopted and Chapter 20, Article II, Health Nuisances, by adding Sections 20-29 through 20-32, relating to Noxious Odors and Nuisances. (Alternate Version #3)

An ordinance amending Chattanooga City Code, Part II, Chapter 4, Article II, Rules, Regulations, Criteria, Standards, Section 4-41, Rules Adopted relating to Noxious Odors and Nuisances. (Alternate Version #5)

### **Transportation**

- c. MR-2019-0031 John (Jake) Greear, agent for the owner of the adjacent property, David Adams (Abandonment). An ordinance closing and abandoning an unopened unit block of West 50th Street, as detailed on the attached map, subject to certain conditions. (District 7) (Recommended for approval by Transportation and Planning)

- d. [MR-2019-0029 George Wright Construction % Wade Wright, agent for the owner of the adjacent property, Jody Shea \(Abandonment\). An ordinance closing and abandoning the 2500 block of Tom Street and a portion of the 1500 block of East 26th Street, as detailed on the attached map, subject to certain conditions. \(District 8\) \(Recommended for approval by Transportation and Planning\)](#)
- e. [An ordinance to amend Chattanooga City Code, Part II, Chapter 24, Article XIV, Section 24-504, relating to One-Way Streets.](#)

VIII. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. [A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into a Professional Services Agreement with VDZ + A Consulting, Inc., for a skatepark feasibility study, for an amount not to exceed \\$73,789.00.](#)

**FINANCE**

- b. [A resolution authorizing the City Treasurer to renew Purchase Order No. 526211 to Harris Computer systems for a one \(1\) year renewal period for the purpose of billing and collections of property tax, in the amount of \\$116,500.65.](#)

**LEGAL**

- c. [A resolution amending Resolution No. 29546 to reflect the name change of Tidwell, Izell & Richardson to Tidwell & Associates, and hereby authorizes the Office of the City Attorney to continue to engage said firm for legal services in general litigation matters.](#)

**OFFICE OF MULTICULTURAL AFFAIRS**

- d. [A resolution authorizing the Director of the Office of Multicultural Affairs to release the second payment of the approved contract funds to COLAB for KIVA for Fiscal Year 2019, in the amount of \\$43,000.00.](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- e. [A resolution authorizing the award of Contract No. Y-18-002-201 to JDH Company, Inc. of Chattanooga, TN, Replacement Roofing System for Heritage House Community Center, in the amount of \\$167,216.20, with a contingency amount of \\$20,000.00, for an amount not to exceed \\$187,216.20. \(District 4\)](#)

## Revised Agenda for Tuesday, April 9, 2019

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- f. A resolution authorizing the Administrator for the Department of Public Works to execute a “Paving for Pizza” Agreement and to accept a monetary donation sponsored by Domino’s Pizza to fill potholes within the City, subject to certain conditions, for a total amount not to exceed \$5,000.00.
  - g. A resolution to authorize year three (3) of a four (4) year term for the on-call blanket contract(s) for Geo-Environmental Consulting and Construction Materials Testing Services, Contract No. E-16-007-301, with the following firms: (1) Geoservices, LLC; (2) K.S. Ware and Associates, LLC; (3) S&ME, Inc.; (4) Stantec Consulting Services, Inc.; (5) Terracon Consultants, Inc.; and (6) Thompson Engineering, Inc.; based on the three (3) services categories of geotechnical, construction materials testing, and environmental services that each consultant qualified for, the renewal of the six (6), one (1) year blanket contracts for professional services estimated at \$400,000.00 total annually for all six (6) professional firms for use by all departments.
- IX. Purchases.
- X. Other Business.
- a. **Notification that five (5) employees, Jeff Rose, Eric Brooks, Jimmy Spence, Marty Knight, and one TBD employee, of the Department of Public Works, may accept gratuities in the amount of \$4,000.00 each being split by two (2) competing equipment manufacturers, CAMBI and Veolia, for travel and training expenses during a trip to Europe to review Innovative Solid Technologies for biosolids treatment, for a total amount of \$20,000.00.**
  - b. **CHA Bottle Shop d/b/a Rossville Bottle Shop - Ishwarlal T. Patel - Certificate of Compliance**
- XI. Committee Reports.
- XII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- XIII. Adjournment.



**TUESDAY, APRIL 16, 2019**  
**CITY COUNCIL AGENDA**  
**6:00 PM**

1. Call to Order.
2. Pledge of Allegiance/Invocation (Chairman Smith).
3. Minute Approval.
4. Special Presentation.
5. **Ordinances – Final Reading:**

**PLANNING**

- a. 2019-024 John Smotherman (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7315 Tyner Road and 7445 Lee Highway, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (District 6) (Recommended for approval by Planning)

2019-024 John Smotherman (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7315 Tyner Road and 7445 Lee Highway, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (Staff Version)

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2019-024 John Smotherman (R-1 Residential Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 7315 Tyner Road and 7445 Lee Highway, more particularly described herein, from R-1 Residential Zone to C-2 Convenience Commercial Zone. (Applicant Version)

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- b. An ordinance amending Chattanooga City Code, Part II, Chapter 4, Article II, Rules, Regulations, Criteria, Standards, Section 4-41, Rules Adopted and Chapter 20, Article II, Health Nuisances, by adding Sections 20-29 through 20-32, relating to Noxious Odors and Nuisances. (Sponsored by Chairman Smith) (Deferred from 3/26/2018)

An ordinance amending Chattanooga City Code, Part II, Chapter 4, Article II, Rules, Regulations, Criteria, Standards, Section 4-41, Rules Adopted and Chapter 20, Article II, Health Nuisances, by adding Sections 20-29 through 20-32, relating to Noxious Odors and Nuisances. (Alternate Version #2)

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An ordinance amending Chattanooga City Code, Part II, Chapter 4, Article II, Rules, Regulations, Criteria, Standards, Section 4-41, Rules Adopted relating to Noxious Odors and Nuisances. (Alternate Version #5)

**Transportation**

- c. MR-2019-0031 John (Jake) Greear, agent for the owner of the adjacent property, David Adams (Abandonment). An ordinance closing and abandoning an unopened unit block of West 50th Street, as detailed on the attached map, subject to certain conditions. (District 7) (Recommended for approval by Transportation and Planning)
- d. MR-2019-0029 George Wright Construction % Wade Wright, agent for the owner of the adjacent property, Jody Shea (Abandonment). An ordinance closing and abandoning the 2500 block of Tom Street and a portion of the 1500 block of East 26th Street, as detailed on the attached map, subject to certain conditions. (District 8) (Recommended for approval by Transportation and Planning)
- e. An ordinance to amend Chattanooga City Code, Part II, Chapter 24, Article XIV, Section 24-504, relating to One-Way Streets.

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

7. **Resolutions:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. A resolution authorizing the Mayor to enter into a Lease Agreement with Dardenelle Long, in substantially the form attached, for the use of the barn on the Brown Acres Golf Course property for the keeping of animals as consistent with zoning, with a rental rate of \$200.00 per month. (District 6)
- b. A resolution authorizing the Administrator for the Department of Economic and Community Development, Division of Outdoor Chattanooga, to renew a contract with Civicplus, Inc. for a management software system that facilitates on-line reservations and payments for City parks, facilities, and Outdoor Chattanooga programs, for the first of two available renewal terms, in the amount of \$12,500.00.
- c. A resolution authorizing the Mayor to execute Quitclaim Deeds conveying seventy-four (74) certain or certain combination of parcels, in substantially the form attached, to the approved highest bidders on jointly-owned properties of the City of Chattanooga and Hamilton County as acquired through previous delinquent tax sales.
- d. A resolution authorizing the Administrator for the Department of Economic and Community Development to accept and distribute Fiscal Years 2019-2020 Community Development Block Grant (CDBG), HOME Investment Partnership Act Funds (HOME), and Emergency Solutions Grant (ESG) from the U.S. Department of Housing and Urban Development (HUD), and program income, for a total approximate amount of \$3,686,257.00.

**SHORT TERM VACATION RENTAL APPLICATIONS**

- e. 2019-16 Jeffrey & Katelyn Rau (Short Term Vacation Rental). A resolution approving Short Term Vacation Rental Application No. 19-STVR-00014 for property located at 514 Crewdson Street. (District 2)
- f. 2019-18 Margaret Sibley/Niloofar Fallah (Short Term Vacation Rental). A resolution approving Short Term Vacation Rental Application No. 19-STVR-00011 for property located at 1601 E. 13th Street. (District 8)
- g. 2019-19 Lee Mangum/LCM Rentals, LLC (Short Term Vacation Rental). A resolution approving Short Term Vacation Rental Application No. 19-STVR-00013 for property located at 504 Beck Avenue. (District 2)
- h. 2019-20 Morgan Kent Caraway (Short Term Vacation Rental). A resolution approving Short Term Vacation Rental Application No. 19-STVR-00019 for property located at 1308 W. 53rd Street. (District 7)

**FIRE**

- i. A resolution authorizing the donation of Hurst hydraulic rescue tools to the Tri-State Mutual Aid Association, in the amount of \$15,000.00.

**HUMAN RESOURCES**

- j. A resolution authorizing the appointment of Kristen Stanfill, as a Special Police Officer (unarmed) for the Land Development Office, to do special duty as prescribed herein, subject to certain conditions.
- k. A resolution authorizing the appointment of Meshell Lesniewski, as a Special Police Officer (unarmed) for the Department of Economic and Community Development, to do special duty as prescribed herein, subject to certain conditions.

**LEGAL**

- l. A resolution authorizing the Office of the City Attorney to renew Purchase Order No. 548221 with Arthur J. Gallagher Risk Management Services, Inc. for commercial liability, auto insurance, athletic liability, public official bonds, and other risk services, for the first of three (3) optional renewal terms, for the period of April 17, 2019 through April 16, 2020, for an amount not to exceed \$110,037.00.

**MAYOR'S OFFICE**

- m. A resolution to confirm the Mayor's appointments of Anca Rader and Sally Morrow to the Form-Based Code Committee.
- n. A resolution to confirm the Mayor's appointment of Skip Pond to the Historic Zoning Commission.

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- o. A resolution authorizing the approval of Change Order No. 1 (Final) for JDH Company, Inc. of Chattanooga, TN, relative to Contract No. Y-17-017-201, Replacement Roofing System for John A. Patten YFD Center Building, for a decreased amount of \$6,500.00, to release the contingency amount of \$30,000.00, for an amount not to exceed \$307,705.00. (District 1)
- p. A resolution to amend Resolution No. 29696 so as to approve Change Order No. 1 for Haren Construction Company, Inc. of Etowah, TN, relative to Contract No. W-15-009-201, MBWWTP Control Room Upgrades, a Consent Decree Project, for an increased amount of \$216,245.75, for a revised contract amount of \$1,780,245.75, and authorizing \$100,000.00 in new contingency, for a revised amount not to exceed \$1,880,245.75. (District 1)

- q. [A resolution authorizing the approval of Change Order No. 1 \(Final\) for Tri-State Roofing Contractors of Chattanooga, TN, relative to Contract No. M-17-002-201, Replacement Roofing System for Fleet Maintenance Building at Annicola, for an increased amount of \\$37,691.07, for a revised contract amount not to exceed \\$358,950.07. \(District 8\)](#)
- r. [A resolution authorizing year two \(2\) of a five \(5\) year term for the on-call blanket contracts for professional services for the support of Wastewater Capital Improvements Program, Contract No. W-18-001, for the nineteen \(19\) consultant firms listed below that submitted qualifications in the six \(6\) different categories per their qualification package, in the amount of \\$11.2 million.](#)
- s. [A resolution authorizing the Administrator for the Department of Public Works to enter into the final one \(1\) year agreement with Denali Water Solutions, LLC for Land Application and Beneficial Use of Class B Biosolids from the Moccasin Bend Wastewater Treatment Plant as per the signed contract dated March 30, 2015, for an amount not to exceed \\$2.5 million.](#)

**Transportation**

- t. [A resolution authorizing the Administrator for the Department of Transportation to amend an agreement with Kleenco Construction relative to Contract No. T-17-006-201 for construction services associated with Community Development Block Grant Sidewalk Install/Repair to increase the contract amount by \\$95,560.70, for a final revised contract amount of \\$416,982.45. \(District 7\)](#)
- 8. Purchases.
  - 9. Other Business.
  - 10. Committee Reports.
  - 11. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
  - 12. Adjournment.

**Proposed City Council Purchases 04-09-19**

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R183425 Information Technology Department	Cumulative Open Market Purchase - CDW G - Purchase of Software Not Included in Blanket Contract - Information Technology Department	-	-	CDW-G 200 N. Milwaukee Avenue Vernon Hills, IL 60061	Total \$30,336.19	General Fund	Cumulative Open Market Purchase - CDW G - Purchase of Software Not Included in Blanket Contract - Information Technology Department The City of Chattanooga is purchasing software needed for the Information Technology Department not included in the vendors blanket purchase order, based on cumulative quote-based purchase orders.
P.O.549351 Public Works Department	Increase to Authorized Expenditure - Stump Grinding & Removal - City Wide Services - Public Works Department	5	3	L.H. Lewis Tree Service 8307 Dayton Pike Soddy Daisy, TN 37379	Increase \$11,000.00 ~~~~~ Revised Total Estimated \$32,000.00	General Fund	Increase to Authorized Expenditure - Stump Grinding & Removal - City Wide Services - Public Works Department. The City of Chattanooga will issue a change order to increase the estimated current annual expenditure for purchase order based on a sealed bid. This is due to the amount of tress that are being cut down and/or due to the amount of rain during this fiscal year by city Wide Services.
R182651 Public Works Department	New Blanket Contract - Centrifuge Parts, Repair & Recondition Services - Waste Resource Division - Public Works Department	9	2	Flottweg Separation Technology 10700 Toebben Drive Independence, KY 41051	Estimated \$250,000.00 Annually	Waste Resource Division	New Blanket Contract - Centrifuge Parts, Repair & Recondition Services - Waste Resource Division - Public Works Department. The City of Chattanooga will issue a twelve (12) month contract with two (2) additional twelve (12) month options to renew. There were nine (9) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.
R182751 Public Works Department	Three New Blanket Contracts - Electrical Services at MBWWTP - Waste Resource Division - Public Works Department	8	3	Tri-State Electrical Contractors, LLC 2101 Fort Street Chattanooga, TN 37408 and Adman Electric Company, Inc. 2311 East 28th Street Chattanooga, TN 37407 and NABCO Electric Company, Inc, 2800 2nd Avenue Chattanooga, TN 37407	Estimated \$12,000,000.00 Annually	Waste Resource Division	Three New Blanket Contracts - Electrical Services at MBWWTP - Waste Resource Division - Public Works Department. The City of Chattanooga will issue contracts for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were eight (8) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings.



# City of Chattanooga

Mayor Andy Berke

April 3, 2019

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

**Subject: Req 183425– Open Market Purchase –CDW G – Purchase of Software Not  
Included in Blanket Contract – Information Technology Department**

Dear Mr. Messer:

Council approval is recommended to award an open market purchase totaling \$2,287.44 as needed for Information Technology Department. This purchase is in addition to previous purchases for software for a total amount of \$30,336.19. These purchases are for software not included in the vendor's Blanket PO 528980.

These purchases include Microsoft Office Software which was quoted in each purchase. CDW-G offered the lowest price.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/mh  
Attachments

CDW-G 200 N. Milwaukee Avenue, Vernon Hills, IL 60061

# QUOTE CONFIRMATION



**DEAR KOREN SAPP,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



**ACCOUNT MANAGER NOTES:** Thank you!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KMMD334	3/19/2019	KMMD334	8636186	\$2,287.44

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>MS GSA OFFICEPROPLUS 2019</b> Mfg. Part#: 79P-05746 Electronic distribution - NO MEDIA Contract: CDW-G GSA Schedule with Professional Services (47QTCA18D004K)	6	5300426	\$381.24	\$2,287.44

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
<b>Billing Address:</b> CITY OF CHATTANOOGA ACCOUNTS PAYABLE 101 E 11TH ST STE 101 CHATTANOOGA, TN 37402-4284 <b>Phone:</b> (423) 757-5184 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$2,287.44</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> CITY OF CHATTANOOGA KOREN SAPP 100 E 11TH ST STE 101 CHATTANOOGA, TN 37402-4242 <b>Phone:</b> (423) 757-5184 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Griffin Curcio

(877) 635-6656

grifcur@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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# Office Professional 2019

Microsoft Corporation

8

**\$439.99**

Buy now

- One-time purchase for 1 PC
- Classic 2019 versions of Word, Excel, PowerPoint, and Outlook, plus Publisher and Access
- Microsoft support included for 60 days at no extra cost
- Licensed for home and commercial use

All languages included. Compatible with Windows 10\*

\*Go to [office.com/systemrequirements](https://office.com/systemrequirements) for compatible versions of Windows 10 and for other feature requirements.

[Overview](#)

[Requirements](#)

[FAQ](#)

[Reviews](#)

## Key Features

The essentials to get it all done. Office Professional 2019 is for growing small businesses who want the classic Office apps plus Outlook, OneDrive, Publisher and Access<sup>1</sup>. A one-time purchase installed on 1 PC for use at work.

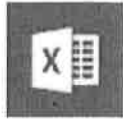
**A one-time  
purchase**

**Install on one PC**

**Classic Office apps**



Word



Excel



PowerPoint



Outlook



Publisher



Access

Don't see the application you need? [View all options](#)



Microsoft Office Professional 2019, For 1 PC Device, Download Version  
Item # 5324186



\$439.99 each

Download Version ⓘ

Feedback





### Description

For growing small businesses who want classic Office apps installed on one PC for use at work. Classic versions of Office apps include Word, Excel, PowerPoint, Outlook and more.

- Allows you to install on one PC.
- System Requirements: Windows 10.
- Classic 2019 versions of Word, Excel, PowerPoint, Outlook, Publisher and Access; plus, additional OneNote features.
- Microsoft support included for 60 days with no additional cost.

### Product Details

Item #	5324186
Manufacturer #	Z6T5L9R3ZYQFJCD
additional requirements	Graphics hardware acceleration requires a DirectX10 graphics card; Internet functionality requires Internet connection.; 1280 x 768
brand name	Microsoft
distributor	Arvato Digital Services LLC
memory requirements	2000 MB
minimum hard disk space	4000 MB
minimum processor compatibility	Pentium III
publisher	Microsoft Corporation
software type	Download
Year	2019

Feedback

### Customer Reviews



Microsoft Office Professional 2019, For 1 PC Device, Download Version

(0)

Qty

[Buy & Download](#)



# City of Chattanooga

Mayor Andy Berke

April 3, 2019

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

**Subject: R166377 / Blanket PO No. 549351 – Stump Grinding & Removal – City Wide Services – Public Works Department**

**Dear Mr. Holland:**

**Council approval is recommended to issue Change Order 1 to the subject contract. The change order will increase the estimated current annual expenditure amount from \$21,000.00 to \$32,000.00. This is due to the amount of trees that are being cut down and/or due to the amount of rain during contract year by City Wide Services. This increase will be applied to Blanket PO No. 549351 with L. H. Lewis Tree Service, 8307 Dayton Pike, Soddy Daisy, TN 37379.**

**The invitation to bid was sent to five (5) vendor as well as formally advertised. Bids were received from three (3) vendors shown below. Bid is retained on file in the Purchasing Office for your review upon request.**

**Vendors**

**L. H. Lewis Tree Service**  
**Big Woody's Tree Service**  
**Chickamauga Construction, LLC**

**Page 2**

**Stump Grinding & Removal**

**I recommend issuing Change Order 1 to increase the present contract amount by \$11,000.00. City Wide Services and Public Works has requested and approved this change.**

**Respectfully yours,**



**Bonnie Woodward  
Director of Purchasing**

**BW/mlm**

**Attachments**

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: 749060 Vendor Alternate ID: 3027  L H Lewis Tree Service 8307 Dayton Pike Soddy Daisy, TN 37379
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PO Date: 11-JUN-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 549351</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number	
<b>Line Nbr</b>	<b>Item ID - Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Requisition / Bid No.: 166377 / 305045 Ordering Dept.: City Wide Services, Public Works Department Buyer: Mark McKeel Phone No.: (423) 643-7236  Items Being Purchased: Stump Grinding & Removal Services  ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.  This Shall Be A Twelve (12) Month Blanket Contract To Supply Stump Grinding and Removal Services.  The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					

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

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

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

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: 749060 Vendor Alternate ID: 3027  L H Lewis Tree Service 8307 Dayton Pike Soddy Daisy, TN 37379
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PO Date: 11-JUN-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
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<b>Purchase Order Number 549351</b>
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

<b>S H I P T O</b>	
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Nbr</th> <th style="width: 40%;">Item ID - Item Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">Total</th> </tr> </thead> </table> <p>                             QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL                              GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING                              THE LIFETIME OF THE CONTRACT.                         </p> <p>                             Purchase Order issued in accordance with L H Lewis Tree Service bid                              received on May 29, 2018 is hereby made part of this contract.                         </p> <p>                             City Council approved Ordinance No. 12794 on January 7, 2014 changing                              the amount limit approval to \$25,000.                         </p> <p>                             Contract dates: June 12, 2018 to June 11, 2019                         </p> <p>                             Vendor Contact: Glenda Lewis                              Phone No.: 423-843-3593                              Fax No.: 423-843-0798                              E-mail: lhlewisreeservice@gmail.com                         </p> <p>                             The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms                              &amp; Conditions, and the bid or quotation.                         </p> <p>                             Representative: _____ Agreed to and accepted by: _____                              Title: _____ CITY OF CHATTANOOGA, TENNESSEE                              Date: _____ Name/Title: _____                              Department: _____                         </p>	Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total		
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total			

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

<b>V E N D O R</b>	Vendor Number: 749060 Vendor Alternate ID: 3027  L H Lewis Tree Service 8307 Dayton Pike Soddy Daisy, TN 37379
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PO Date: 11-JUN-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number 549351</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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**City of Chattanooga**  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

<b>V E N D O R</b>	Vendor Number: 749060 Vendor Alternate ID: 3027
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<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Stump Grinding with the removal of excess chips, priced per linear inch.	0.00	Each	\$ 2.0000	\$ 0.00
2	Hauling Fee (Chips Hauled Away)	0.00	Cubic Yard	\$ 9.0000	\$ 0.00
					<b>TOTAL: \$ .00</b>

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# City of Chattanooga

Mayor Andy Berke

April 3, 2019

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

**Subject: 182651 / 305403 – Centrifuge Parts, Repair & Recondition Services –  
Waste Resource Division – Public Works Department**

**Dear Mr. Holland:**

**Council approval is recommended to issue a blanket contract for Centrifuge Parts, Repair & Recondition Services, Waste Resource Division, Public Works Department. The contract will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for this contract is \$250,000.00.**

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

**Vendors**

**Flottweg Separation Technology**  
**Franzenburg Centrifuge**

**Page 2**

**Centrifuge Parts, Repair & Recondition Services**

**I recommend awarding the blanket contract for Centrifuge Parts, Repair & Recondition Services to Flottweg Separation Technology, 10700 Toebben Drive, Independence, KY 41051, as the best complete bid meeting specifications for the City of Chattanooga.**

**Respectfully yours,**



**Bonnie Woodward  
Director of Purchasing**

**BW/mlm**

**Attachments**

Requisition:	182651		Flottweg Separation Technology			Franzenburg Centrifuge		
Bid #:	305403							
Description:	Centrifuge Parts, Repair & Recondition Services							
Item #	Item Description	UOM	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price
1	Labor, Service Technician at Vendor's Shop	Hour	\$ 100.00	1,000	\$ 100,000.00	\$ 125.00	1,000	\$ 125,000.00
2	Labor, Service Technician, Overtime	Hour	\$ 150.00	20	\$ 3,000.00	\$ 200.00	20	\$ 4,000.00
3	Labor, Service Technician, Weekend / Holidays	Hour	\$ 200.00	20	\$ 4,000.00	\$ 200.00	20	\$ 4,000.00
4	Labor, Field Service at MBWWTP	Hour	\$ 125.00	20	\$ 2,500.00	\$ 200.00	20	\$ 4,000.00
5	Labor, Field Service, Overtime	Hour	\$ 187.50	20	\$ 3,750.00	\$ 200.00	20	\$ 4,000.00
6	Labor, Field Service, Weekend / Holidays	Hour	\$ 250.00	20	\$ 5,000.00	\$ 200.00	20	\$ 4,000.00
7	Repair Parts & Material; _____% Markup Over Cost	Each	\$ 1.00	80,000	\$ 80,000.00	\$ 1.05	80,000	\$ 84,000.00
8	Replacement Parts; _____% Markup Over Cost	Each	\$ 1.00	40,000	\$ 40,000.00	\$ 1.05	40,000	\$ 42,000.00
<b>Totals:</b>					<b>\$ 238,250.00</b>			<b>\$ 271,000.00</b>

**Flottweg Separation Technology**  
1070 Toebben Drive  
Independence, KY 41051

**Advantage Plus Centrifuge  
Service**  
P.O. Box 99  
Nitro, WV 25143

**Rotating Equipment Repair LLC**  
P.O. Box 96646  
Houston, TX 77213

**Centrifuge Chicago Corporation**  
1721 Summer Street  
Hammond, IN 46320

**Filtertech, Inc**  
dba US Centrifuge Systems, LLC  
113 Fairgrounds Drive  
Manlius, NY 13104

**Jenkins Centrifuge**  
123 Swift Street  
Kansas City, MO 64116

**CentriTech, Inc**  
535 Goodson Loop  
Pinehurst, TX 77362

**Cenco Centrifuge**  
2301 Dean Avenue  
Des Moines, IA 50317

**Centrifuge & Pump Services  
Corporation**  
108 Greystone Power Blvd  
Dallas, GA 30157

Date: March 6, 2019

Requisition No.: 182651

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on March 20, 2019*

**Requisition / Bid No.: R182651 / 305403  
Ordering Dept.: Fleet Management, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Centrifuge Parts, Repair & Recondition Services**

\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\*  
2:00 P.M., EST on March 20, 2019**

\*\*\*\*\*

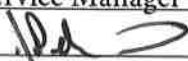
**The City of Chattanooga reserves the right to reject any and/or all proposals,  
waive any informalities in the proposals received, and to accept any proposal  
which in its opinion may be for the best interest of the City.**

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

**The City's Standard Terms and Conditions may be found on website:  
[http://www.chattanooga.gov/finance66\\_standardtermsandconditions.htm](http://www.chattanooga.gov/finance66_standardtermsandconditions.htm)**

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

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** Flottweg Separation Technology  
**Mailing Address:** 10700 Toebben Drive  
**City & Zip Code:** Independence, KY, 41051  
**Phone/Toll Free No.:** (859) 448-2335  
**Fax No.:** (859) 448-2333  
**E-Mail Address:** jperkins@flottweg.net  
**Contact Person:** Joe Perkins  
**Company Title:** Service Manager  
**Signature:** 

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

20-MAR-19 at 2:00 PM

**BID NUMBER: 305403**

**BUYER:**

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

**DELIVERY REQUIRED:**

**SEALED BIDS**

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 182651 / 305403 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Centrifuge Parts, Repair & Recondition Services ATTACHMENTS: 1. Specifications (7 pages) 2. Affirmative Action Plan (2 pages) 3. Iran Divestment Act Disclosure (1 page) 4. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Centrifuge Parts, Repair & Recondition Services for Waste Resource Division. 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. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON MARCH 20, 2019 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305403) ON OUTSIDE PACKAGING **** 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. NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for					



# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 20-MAR-19 at 2:00 PM

**BID NUMBER: 305403**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE ****                      PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name <u>Flottweg Separation Technology</u></p> <p>Address <u>10700 Toebben Drive</u>  <u>Independence, KY, 41051</u></p> <p>Phone/Toll-Free No. <u>(859) 448-2335</u></p> <p>Fax No. <u>(859) 448-2333</u></p> <p>eMail Address <u>jperkins@flottweg.net</u></p> <p>Contact Person's Name <u>Joe Perkins</u></p> <p>Estimated Delivery <u>Same Day If Made Before 3:30 PM ET.</u></p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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

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

TERMS OF PAYMENT: Net 30 Days

TELEPHONE NUMBER: (859)448-2335

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

COMPANY: Flottweg Separation Technology

SIGNATURE:

NAME AND TITLE: Joe Perkins Service Manager

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b> 20-MAR-19 at 2:00 PM
<b>BID NUMBER:</b> 305403
<b>BUYER:</b> <b>PHONE #:</b> (423) 643-7230 <b>DELIVERY REQUIRED:</b>

SEALED BIDS

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Labor, Service Technician at Vendor's Shop	1000	Hour	<u>100.00</u>	<u>100,000</u>
2	Labor, Service Technician, Overtime	20	Hour	<u>150.00</u>	<u>3000.00</u>
3	Labor, Service Technician, Weekend / Holiday	20	Hour	<u>200.00</u>	<u>4000.00</u>
4	Labor, Field Service at MBWWTP	20	Hour	<u>125.00</u>	<u>2,500.00</u>
5	Labor, Field Service, Overtime	20	Hour	<u>187.50</u>	<u>3,750.00</u>
6	Labor, Field Service, Weekend / Holiday	20	Hour	<u>250.00</u>	<u>5,000.00</u>
7	Repair Parts & Material; <u>0</u> % Markup Over Cost	80000	Each	<u>80000</u>	<u>80000</u>
8	Replacement Parts; <u>0</u> % Markup Over Cost	40000	Each	<u>40000</u>	<u>40000</u>

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TERMS OF PAYMENT: Net 30 Days

TELEPHONE NUMBER: (859) 448-2335

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

COMPANY: Flottweg Separation Technology

SIGNATURE:

NAME AND TITLE: Joe Perkins Service Manager

**SPECIFICATIONS FOR SUPPLY OF  
PARTS, REPAIR, AND RECONDITION SERVICES OF CENTRIFUGES  
WASTE RESOURCES DIVISION  
CITY OF CHATTANOOGA, TENNESSEE  
(February 2019)**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, fuel, parts, material, and any other related expenses necessary to provide parts, repair, and recondition services of centrifuges for the WASTE RESOURCES DIVISION located at the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

The centrifuge parts provided or rebuilt MUST be an exact replacement for the two existing centrifuges. Existing two units are Flottweg Model Z-73 high G Centrifuges. These units are rated at 60 dry tons per day per machine. The dewatered biosolids cake from the machines range from 20-25%.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant location within the WASTE RESOURCES DIVISION to become familiar with and have a working knowledge of the scope of work and to understand any peculiar circumstances which may be associated with the servicing of these units.

**1.2 BASIS OF BIDDING**

The Contractor shall submit one (1) bid on the attached Bid Form.

The Bid shall include pick-up and delivery costs. No separate payment will be made for shipping and delivery charges. Shipping cost must be included with other pay items on the bid form.

The labor cost per hour shall include any and all costs for wages, benefits, indirect costs, overhead and profit, insurance, taxes, travel, and any other related direct or indirect cost. The cost per hour shall be for the services of one (1) technician and any and all equipment necessary to perform the work described herein. No travel charges shall be invoiced and the cost for travel shall be included with other bid items.

Parts and materials required for the work but not described herein will be invoiced by the Vendor at cost plus a percent mark-up.

Replacement parts will be invoiced by the Vendor at a cost plus a percent mark-up.

The Vendor shall provide hourly rates and overtime/ holiday work for the various work described herein.

The Vendor shall provide hourly rates and overtime/holiday rates for Field Service. Field Service hourly rate begin once technician arrives at City of Chattanooga job site.

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

### **1.3 SUBMITTALS**

#### **1.3.1 Bid Bond**

Not Required.

#### **1.3.2 Performance Bond**

None Required.

#### **1.3.3 References and Experience**

##### **A. References**

1. The Vendor shall submit a list of five (5) customers for whom the Vendor has performed centrifuge rebuild parts and repair services during the past three (3) years and provided labor and equipment and materials to perform similar services.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

##### **B. Experience**

1. The Vendor shall submit a brief company history of providing the specified services.
2. The Vendor shall provide a brief description of its service facilities and the work performed there.
3. The Vendor shall provide a description of its work force including number of skilled personnel and their length of service with the company.
4. The Vendor shall provide a list of air centrifuge companies for whom it serves as a factory authorized parts, repair and reconditioning shop.

### 1.3.3 References and Experience

#### A. References

##### CUSTOMERS FROM PAST THREE YEARS

<u>COMPANY</u>	<u>ADDRESS</u>	<u>CONTACT</u>	<u>PHONE</u>
Synagro Knoxville	2015 Neyland Dr, Knoxville TN	Bill Bailey	(865) 740-4447
City Of Dayton	2800 Guthrie Rd, Dayton OH	Robert Bolanger	(937) 333-1966
City Of Sunrise	4350 Springtree Dr, Sunrise FL	Roal Small	(954) 572-2428
Schwan Cosmetics	3202 Elam Farms, Murfreesboro TN	Allen Campbell	(615) 396-9090
Sanitation District 1	2999 Amsterdam Rd, Villa Hills KY	Roger Meece	(859) 578-7450

#### B. Experience

Flottweg Separation Technology Engineered its first Decanter in 1956. We have been designing, and rebuilding Decanters since. Flottweg USA located in Independence KY, has been operating since 1999.

**Flottweg Separation Technology provides quality service and genuine OEM parts for our customers, and is the only Company Authorized in North America.**

#### **We do this with:**

An extensive inventory of genuine Flottweg parts

Factory-trained technicians available for immediate dispatch

Basic and advanced training in centrifuge maintenance and operation

In-depth, on-site analysis of centrifuge maintenance and operation

Service agreements tailored to fit individual needs

Complete service and reconditioning capabilities, with factory-trained technicians

Balancing services for bowls and scrolls

Sandblasting and painting, Part reconditioning,

Experts available for technical consultation

## **Full Rebuilds in Flottweg's Service Shop**

**Disassembly and cleaning:** Large parts (bowl, scroll, bowl cover) are pressure-washed with a caustic solution to remove all impurities; smaller parts, including all fasteners, are cleaned and degreased.

**Inspection:** Parts are then inspected for any signs of excessive wear. All critical bearing fits are checked for conformity to OEM specifications.

**Report:** A detailed inspection report is sent to the customer for approval before any work begins.

**Reconditioning:** Should we discover any parts that need rework or machining, we will repair them in-house. Bearing fit reclamation will be chrome-repaired and finished by a trusted local vendor.

**Parts:** All standard rebuild parts are OEM-certified of the highest quality.

**Balance:** The bowl and scroll are balanced individually on our Schenck precision-balancing machine.

**SIMP Gear:** The basic rebuild of SIMP gear includes oil change, bearings, seals and O-rings.

## **Current Shop Rebuilds and Field Rebuilds With Flottweg Service Technicians**

Shop rotor rebuild lead time is typically two to four weeks from arrival. Lead times can be reduced to two weeks or less if expedited return is required.

Field service technicians are available for on-site repairs. Standard field rebuilds require approximately three days on-site.

If emergency service is needed, technicians may be able to be on-site within 24 hours, depending on availability.

### **Current Flottweg Shop and Service Technicians**

8 full-time service techs

10 full-time shop techs

4 shop techs are field service-qualified and can be utilized for emergency service

80 full-time employees

## **1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the equipment or services specified herein.

## **1.5 WARRANTY**

### **A. Centrifuge parts, repair, and reconditioning.**

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

## **2.0 SERVICES AND OTHER REQUIREMENTS**

### **2.1 GENERAL**

#### **2.1.1 Sole Vendor**

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

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

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OHSA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

#### **2.1.3 Inspection**

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

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

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract without cause after giving a thirty-day (30) written notice to the Vendor.

### **2.2 DESCRIPTION OF CONTRACTED SERVICES**

#### **2.2.1 General**

A. The Vendor shall provide all labor, benefits, equipment, fuel, materials and any other related expenses necessary to provide the centrifuge parts, repair, reconditioning, and testing services described herein, including pick-up and delivery, for the Waste Resources Division. The Vendor shall send one technician to the site to perform the rebuild on site. The rebuild must be completed within 7 calendar days. The units can be taken off line for the work but must be restarted within 7 calendar days. During the rebuild, the condition of the internal working parts shall be determined. If repairs are required that cannot be done in the field, then the parts shall be shipped to the Vendors site for repair in the shop.

B. Scope of work shall include:

- Rebuild parts Z73 tapered bowl head design
- Bowl Balancing
- Scroll Balancing
- Rebuild of SP 4.13 gear
- Disassembly, cleaning, Inspect
- Labor

C. The Vendor shall provide the services on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's technicians and equipment when it is needed.



- D. The Vendor shall provide the City with an estimate, splitting out all parts, materials, labor, and shipping costs to provide parts, and complete repairs, reconditioning, and test services on each unit sent for repair within five – (5) business days. This estimate shall include a reasonable delivery date for the parts, repairs, reconditioning, and test services.
- E. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction.
- F. Vendor shall make available a detailed report of parts, repairs for all equipment that has been sent for parts, repair and maintain a history for each piece of equipment.

### **2.2.2 Vendor Services**

- A. Centrifuge -parts, repair, and reconditioning.
  - 1. The Vendor shall provide pickup and delivery transportation services for all parts, including those to be repaired, reconditioned or replaced. No part shall be picked up without being assigned a unique identifier to allow the City to track status of parts.
  - 2. The Vendor shall disassemble, inspect, and/or test each centrifuge upon receipt at the Vendor's shop. All of the electrical and mechanical components of each centrifuge shall be evaluated. Upon completion of this inspection, the Vendor shall prepare for the City a written estimate of the cost and a description of the root cause or failure mode report on each centrifuge prior to replacing parts, repairing ,or reconditioning , the centrifuge. The City will provide the Vendor with a decision to proceed with the parts, repair and reconditioning or replacement of the unit.
  - 3. The Vendor shall supply parts, repair, recondition, and test the centrifuge in accordance with the requirements of the latest edition of the Owner's Manual. The Vendor shall provide a certification upon completion of the work that the parts, repair, reconditioning, and testing have been performed in accordance with the Owner's Manual.
  - 4. If the decision of the City is to replace the part, the Vendor shall provide a replacement part at the Vendor's cost plus the percentage mark-up allowed by the Contract. Labor charges incurred during the inspection / testing shall be charged at the contract rate if the decision is to replace it.
  - 5. A detailed report with pictures shall be attached to any repaired / reconditioned centrifuge when it is returned to MBWWTP. The report should contain sufficient detail to have a written record of the exact work performed.

### **2.2.3 City Supplied Services**

The City will provide the following services:

1. Provide reasonable access to City facilities.
2. Provide assistance to load centrifuges and parts onto Vendor's trucks.

## **3.0 EXECUTION**

### **3.1 CONTRACT STARTING DATE**

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

## **4.0 PAYMENT OF SERVICES**

- 4.1** The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.2** Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
- 4.3** Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 4.4** Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 4.5** Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The units of measure used on invoice should match units of measure bid. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- 4.6** Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only.

**4.7** Markup will be calculated as the following example:

If the part costs vendor \$100.00,  
and the Markup on contract is 10%,  
City will reimburse Vendor \$110.00.

**4.8** Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

**4.9** Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

**4.10** When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

**4.11** Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

**4.12** Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

Moccasin Bend Wastewater Treatment Plant  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
[MBacctspayable@chattanooga.gov](mailto:MBacctspayable@chattanooga.gov)

**BID FORM**

**SPECIFICATIONS FOR BLANKET CONTRACT TO SUPPLY  
PARTS, REPAIR, AND RECONDITION CENTRIFUGES  
WASTE RESOURCES DIVISION  
CITY OF CHATTANOOGA, TENNESSEE**

Labor, Service Technician at vendor's shop	\$ <u>100.00</u> per hour
Labor, Service Technician, overtime	\$ <u>150.00</u> per hour
Labor, Service Technician, overtime / Holiday	\$ <u>200.00</u> per hour
Labor, Field Service at MBWWTP	\$ <u>125.00</u> per hour
Labor, Field Service, overtime	\$ <u>187.50</u> per hour
Labor, Field Service, overtime / Holiday	\$ <u>250.00</u> per hour
Repair parts and material, percent markup	<u>0</u> % markup
Replacement parts, percent markup	<u>0</u> % markup
Length of time required to complete work	<u>Field Service 5</u> calendar days Standard Rebuild In Shop 15 working days

The following information is requested from each vendor in order to help the City determine what is in the City's best interest.

City desires to use OEM parts. Vendor shall indicate on this bid form if OEM parts or aftermarket parts are to be used and the cost of those parts in either case.

OEM parts - yes or no (circle one)

For major costs, vendor should submit two cost proposals. One cost is to rebuild the machine in the field and the other cost is to rebuild the machine at the vendors shop.

Vendor is also encouraged to submit comparative cost information for the major expected parts.



10700 Toebben Drive  
 Independence, KY 41051  
 Phone 859-448-2300  
 Fax 859-448-2333

# ESTIMATE AT FOR SERVICE AT MBWWTP

Page No

1

**Customer No**

1231

**Estimate No**

203259

**Estimate Date**

3/11/2019

**Project No**

P05966

**Estimate Status**

NEW ESTIMATE

**Valid Thru**

4/10/2019

**Salesperson**

Barry Becker

**Bill To:**

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

**Ship to:**

City of Chattanooga  
 455 Moccasin Bend Road  
 Chattanooga, TN 37405 US

Item No	Description	Unit price	Order Qty		Extended price
Z73-4/454 REBUILD	rebuild parts Z73 tapered bowl head design	\$13,892.00	1.00	EA	\$13,892.00
BBAL	Bowl Balancing, not applicable	0	0.00	EA	0
SBAL	Scroll Balancing, not applicable	0	0.00	EA	0
SIMP GEAR SP 4.13	rebuild of SP 4.13 gear, not applicable	0	0.00	EA	0
DCI	Disassembly, Cleaning, Inspect, Freight	\$125.00	8.00	HR	\$1,000.00
ST	Straight Time	\$125.00	24.00	HR	\$3,000.00

Estimate total may not reflect miscellaneous charges, freight or sales tax

Total price

\$17,892.00



10700 Toebben Drive  
 Independence, KY 41051  
 Phone 859-448-2300  
 Fax 859-448-2333

# ESTIMATE AT FLOTTWEG FACILITY

Page No

1

**Customer No**

1231

**Project No**

P05966

**Estimate No**

203258

**Estimate Status**

NEW ESTIMATE

**Salesperson**

Barry Becker

**Estimate Date**

3/11/2019

**Valid Thru**

4/10/2019

**Bill To:**

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

**Ship to:**

City of Chattanooga  
 455 Moccasin Bend Road  
 Chattanooga, TN 37405 US

Item No	Description	Unit price	Order Qty		Extended price
Z73-4/454 REBUILD	rebuild parts Z73 tapered bowl head design	\$13,892.00	1.00	EA	\$13,892.00
BBAL	Bowl Balancing	\$1,800.00	1.00	EA	\$1,800.00
SBAL	Scroll Balancing	\$1,800.00	1.00	EA	\$1,800.00
SIMP GEAR SP 4.13	rebuild of SP 4.13 gear	\$6,013.00	1.00	EA	\$6,013.00
DCI	Disassembly, Cleaning, Inspect, Frieght	\$100.00	31.00	HR	\$3,100.00
ST	Straight Time	\$100.00	43.00	HR	\$4,300.00

Estimate total may not reflect miscellaneous charges, freight or sales tax

**Total price**

**\$30,905.00**



10700 Toebben Drive  
 Independence, KY 41051  
 Phone 859-448-2300  
 Fax 859-448-2333

## Materials Estimate

<b>Customer No.</b> 1231	<b>Estimate No.</b> 203258	<b>Estimate Date</b> 03/11/2019
<b>Project No.</b> P05966		<b>Valid Thru</b> 04/10/2019
<b>Bill To</b> City of Chattanooga	<b>Salesperson</b> Barry W Becker	

### SIMP GEAR SP 4.13 REBUILD

Seq.	Item No.	Description	Qty	Line Item Total
20	1014.309.01	grooved ball bearing	2.00	\$764.00
30	1012.138.62	O-ring	1.00	\$66.00
50	1012.164.62	O-ring	1.00	\$128.00
70	1004.535.62	EOLASTIC sealing	2.00	\$32.00
90	1031.045.51-99	driving shaft	1.00	\$4,191.00
100	03.1002.195.00	gear oil	8.00	\$208.00
110	1212.034.62	sealing ring	1.00	\$571.00
120	1005.212.00	double retaining ring	1.00	\$53.00

### Z73-4/454 REBUILD (AIR/OIL)B

Seq.	Item No.	Description	Qty	Line Item Total
10	1005.016.00	lamellar ring	1.00	\$53.00
20	1014.044.01	grooved ball bearing	1.00	\$1,683.00
30	1012.267.60	O-ring	1.00	\$39.00
40	2919.064.00	side scraper	2.00	\$490.00
50	0037.069.41	head cap screw	2.00	\$18.00
60	1014.042.00	grooved ball bearing	1.00	\$1,143.00
70	1012.155.60	O-ring	2.00	\$88.00
80	1112.062.60	shaft seal ring	2.00	\$310.00
100	1024.017.00	nilos ring	1.00	\$90.00
110	1012.147.60	O-ring	1.00	\$36.00
120	1012.318.60	O-ring	1.00	\$241.00
130	1014.072.00	angular contact bearing	2.00	\$3,892.00
140	1012.267.60	O-ring	1.00	\$39.00
160	1012.206.60	O-ring	1.00	\$66.00
170	1112.062.60	shaft seal ring	1.00	\$155.00
180	0037.069.41	head cap screw	2.00	\$18.00
190	2919.063.00	side scraper	2.00	\$510.00
200	2311.306.01	scraper strip	2.00	\$408.00
210	0037.068.41	head cap screw	18.00	\$54.00

220	1012.117.60	O-ring	1.00	\$34.00
230	1024.017.00	nilos ring	1.00	\$90.00
240	1012.199.60	O-ring	1.00	\$21.00
260	1012.301.60	O-ring	1.00	\$48.00
280	0151.407.00	clamping sleeve	4.00	\$64.00
290	2910.011.00	packing ring	1.00	\$570.00
300	2910.010.00	packing ring	1.00	\$585.00
310	1014.066.10	roller bearing	1.00	\$2,770.00
320	2619.015.01	disc spring	1.00	\$377.00

**Material Grand Total: \$19,905.00**



## Affirmative Action Plan

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

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

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

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



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(Signature of Contractor)

President Flottweg Separation Technology  

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(Title and Name of Construction Company)

March, 18, 2019  

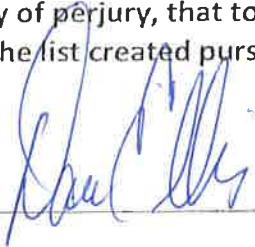
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(Date)

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

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

(SIGNED)

  
\_\_\_\_\_

(PRINTED NAME)

Dan Ellis

(BUSINESS NAME)

Flottweg Separation Technology

(DATE)

March, 18, 2019

For further information, please see website:

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

**No Contact/No Advocacy**

**Notice Receipt**

City of Chattanooga  
Purchasing Division

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

Dan Ellis (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of Flottweg Separation Technology (Business name), the Submitter of the attached sealed solicitation response to Solicitation # 305403, and said

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

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

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

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

Submitter Signature: 

Printed Name:

Dan Ellis

Title: President

Date: March, 18, 2019

**ADDENDUM NO: 1**

**REQ NO: 182651**

**FINAL SUBMITTAL: March 20, 2019 at 2:00 PM EST**

**FINAL QUESTIONS: March 15, 2019 (No More Questions)**

**Department: Waste Resource Division, Public Works**

**Questions & Answers to Bid# 305403:**

**Question 1: Why does this state 1000 hours? Standard rebuilds in our shop for everything on a Z73 is 59 hours.**

**Answer: This is an hourly rate and we estimated that we might use a 1,000 of these hours.**

**Question 2: I am not sure what this is asking for here, with 80000 and below 40000 listed? On our bid contract we had for parts, we do not markup our prices.**

**Answer: There are just estimated dollar amounts that we are projecting as our need. You should add your percentage (%) markup to that number if you have a markup.**

**Question 3: I am not sure where I should add this on the bid form. We always use standard shipping rates, for parts and pickups of the entire centrifuge itself. Shipping rates would obviously be different depending on weight and size. All shipping shall be figured as overhead and to be paid by the vendor not the City of Chattanooga.**

**Answer: This should be added into your bid where you put other overhead.**

**Question 4:** We always send a quote to the customer for our Field Service Tech to travel and perform service. For example, this is what our estimate would be for MBWWTP would be for a Tech to perform full rebuild of the Z73. This is an estimate, and the customer is only charged for actual work and time.

**Travel Time – 8 Hours at \$75.00 = \$600.00**

**Straight Time – 24 Hours = \$2,400.00**

**Overtime – 4 Hours at \$150.00 = \$600.00**

**Meals = \$150.00**

**Rental Car = \$250.00**

**Hotel = \$500.00**

**Misc. = \$100.00**

**Answer:** All of these cost would not be billable except for the straight time hours which would be your labor rate. This would need to be figured in as your overhead.

**Question 5:** Do you need to reference five (5) customers, from Municipal, or five (5) customers in general?

**Answer:** They do not have to be Municipal. Just need to be customers you have rebuilt centrifuges for.

**Question 6:** I have attached a description of our services and facility. Is this sufficient enough?

**Answer:** Waste Resource cannot review documents that will be submitted during the bid process ahead of time. What is sent with the bid will be evaluated.

**Question 7:** A standard rebuild is five (5) days which includes travel. If it happens to be something more than a standard rebuild, then this could be larger. I think it should say for a standard rebuild of a Z73.

**Answer:** Unit must be restarted within seven (7) calendar days.

**Question 8: I have attached an estimate from our shop, with all of this. Can this be added as amendment, to the contract?**

**Answer: It cannot.**

**Question 9: Not too sure what this percentage (%) markup is for, we have same pricing on all parts.**

**Answer: If you do not have a markup then your markup % would be zero (net).**

**Req No: 182651 Centrifuge Parts, Repair & Recondition Services**

**PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

*J.P.H.*  
*Flottweg Separation*

**CITY OF CHATTANOOGA  
PURCHASING DEPARTMENT  
Mark McKeel  
City Hall Suite G13  
CHATTANOOGA, TN 37402  
TELE: (423) 643-7236  
FAX: (423) 643-7244**

**ADDENDUM NO: 2**

**REQ NO: 182651**

**FINAL SUBMITTAL: March 27, 2019 at 2:00 PM EST**

**FINAL QUESTIONS: No More Questions**

**Department: Waste Resource Division, Public Works**

**Changes to Bid# 305403:**

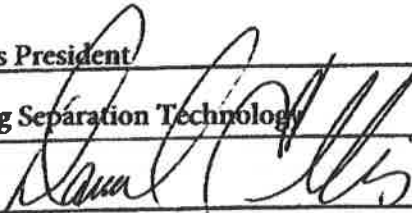
**Due to receiving one (1), per Purchasing Rules, the bid opening will be extended an additional seven (7) days with the new bid opening of Wednesday, March 27, 2019 at 2:00 PM EST.**

**Req No: 182651 Centrifuge Parts, Repair & Recondition Services**

**PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.**

**Name:** Dan Ellis President

**Company:** Flottweg Separation Technology



**CITY OF CHATTANOOGA  
PURCHASING DEPARTMENT  
Mark McKeel  
City Hall Suite G13  
CHATTANOOGA, TN 37402  
TELE: (423) 643-7236  
FAX: (423) 643-7244**





# City of Chattanooga

Mayor Andy Berke

April 3, 2019

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

**Subject: 182751 / 305415 – Electrical Services at MBWWTP – Waste Resource  
Division – Public Works Department**

**Dear Mr. Holland:**

**Council approval is recommended to issue three (3) blanket contracts for Electrical Services at MBWWTP, Waste Resource Division, Public Works Department. The contracts will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for this contract is \$12,000,000.00.**

**The invitation to bid was sent to eight (8) vendors as well as formally advertised. Bids were received from three (3) vendors shown below. Bid is retained on file in the Purchasing Office for your review upon request.**

**Vendors**


**Tri-State Electrical Contractors, LLC**  
**Adman Electric Company, Inc**  
**NABCO Electric Company, Inc**

**Page 2**

**Electrical Services at MBWWTP**

**I recommend awarding the blanket contracts for Electrical Services at MBWWTP to 1) Tri-State Electrical Contractors, LLC, 2101 Fort Street, Chattanooga, TN 37408, 2) Adman Electric Company, Inc, 2311 East 28<sup>th</sup> Street, Chattanooga, TN 37407, and 3) NABCO Electric Company, Inc, 2800 2<sup>nd</sup> Avenue, Chattanooga, TN 37407, as the best complete bids meeting specifications for the City of Chattanooga.**

**Respectfully yours,**



**Bonnie Woodward  
Director of Purchasing**

**BW/mlm**

**Attachments**

**Bid Tabulation - Bid No. 305415 / Req No. 182751  
Electrical Services At MBWWTP**

Item #	Description	Unit	Estimated Quantities	Adman Electric Company, Inc		Nabco Electric Company, Inc.		Tri-State Electrical Contractors, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Electrical Foreman	Hour	12060	\$ 65.25	\$ 786,915.00	\$ 61.55	\$ 742,293.00	\$ 59.00	\$ 711,540.00
2	Electrical Foreman (Overtime)	Hour	28594	\$ 93.25	\$ 2,666,390.50	\$ 87.20	\$ 2,493,396.80	\$ 84.13	\$ 2,405,613.22
3	Electrician Apprentice 1	Hour	32748	\$ 27.00	\$ 884,196.00	\$ 28.40	\$ 930,043.20	\$ 21.36	\$ 699,497.28
4	Electrician Apprentice 1 (Overtime)	Hour	580	\$ 36.00	\$ 20,880.00	\$ 39.15	\$ 22,707.00	\$ 32.04	\$ 18,583.20
5	Electrician Apprentice 2	Hour	6110	\$ 27.00	\$ 164,970.00	\$ 34.40	\$ 210,184.00	\$ 21.85	\$ 133,503.50
6	Electrician Apprentice 2 (Overtime)	Hour	356	\$ 36.00	\$ 12,816.00	\$ 46.40	\$ 16,518.40	\$ 32.78	\$ 11,669.68
7	Electrician Apprentice 3	Hour	22572	\$ 35.00	\$ 790,020.00	\$ 36.75	\$ 829,521.00	\$ 36.40	\$ 821,620.80
8	Electrician Apprentice 3 (Overtime)	Hour	836	\$ 47.50	\$ 39,710.00	\$ 49.90	\$ 41,716.40	\$ 51.91	\$ 43,396.76
9	Electrician Apprentice 4	Hour	12414	\$ 37.50	\$ 465,525.00	\$ 41.45	\$ 514,560.30	\$ 40.10	\$ 497,801.40
10	Electrician Apprentice 4 (Overtime)	Hour	718	\$ 57.50	\$ 41,285.00	\$ 56.95	\$ 40,890.10	\$ 57.18	\$ 41,055.24
11	Electrician Apprentice 5	Hour	15676	\$ 35.00	\$ 548,660.00	\$ 45.30	\$ 710,122.80	\$ 44.50	\$ 697,582.00
12	Electrician Apprentice 5 (Overtime)	Hour	946	\$ 48.00	\$ 45,408.00	\$ 62.80	\$ 59,408.80	\$ 63.46	\$ 60,033.16
13	Electrician Journeyman	Hour	56806	\$ 62.50	\$ 3,487,875.00	\$ 59.60	\$ 3,326,037.60	\$ 58.40	\$ 3,259,070.40
14	Electrician Journeyman (Overtime)	Hour	1544	\$ 89.25	\$ 137,802.00	\$ 84.30	\$ 130,159.20	\$ 85.26	\$ 131,641.44
15	Instrument Technician - ISA Certified	Hour	4	\$ 62.50	\$ 250.00	\$ 61.55	\$ 246.20	\$ 56.40	\$ 225.60
16	Instrument Technician - ISA Certified (Overtime)	Hour	4	\$ 89.25	\$ 357.00	\$ 87.20	\$ 348.80	\$ 60.50	\$ 242.00
17	Lineman	Hour	62	\$ 52.00	\$ 3,224.00	\$ 59.60	\$ 3,695.20	\$ 45.00	\$ 2,790.00
18	Lineman (Overtime)	Hour	22	\$ 74.00	\$ 1,628.00	\$ 84.30	\$ 1,854.60	\$ 65.00	\$ 1,430.00
19	Lineman Foreman	Hour	10	\$ 54.00	\$ 540.00	\$ 61.55	\$ 615.50	\$ 50.00	\$ 500.00
20	Lineman Foreman (Overtime)	Hour	10	\$ 77.00	\$ 770.00	\$ 87.20	\$ 872.00	\$ 75.00	\$ 750.00
21	Unexpected Services; _____ % Markup	Each	450010	10%	\$ 45,001.00	11%	\$ 49,501.10	10%	\$ 45,001.00

Item #	Description	Unit	Estimated Quantities	Adman Electric Company, Inc		Nabco Electric Company, Inc.		Tri-State Electrical Contractors, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
22	Parts & Materials; _____ % Markup by Vendor over Cost	Each	1298570	10%	\$ 129,857.00	11%	\$ 142,842.70	10%	\$ 129,857.00
23	Boom Lift - 60 Feet	Hour	220	\$ 35.00	\$ 7,700.00	\$ 18.00	\$ 3,960.00	\$ 35.00	\$ 7,700.00
24	Forklift - 6,000 Pound Reach w/Operator	Hour	8	\$ 10.00	\$ 80.00	\$ 5.00	\$ 40.00	\$ 10.00	\$ 80.00
25	Scissor Lift - 26 Feet	Hour	658	\$ 20.00	\$ 13,160.00	\$ 5.00	\$ 3,290.00	\$ 5.00	\$ 3,290.00
26	One Man Lift	Hour	38	\$ 10.00	\$ 380.00	\$ 5.00	\$ 190.00	\$ 3.50	\$ 133.00
27	Snorkel Lift	Hour	4	\$ 20.00	\$ 80.00	\$ 15.00	\$ 60.00	\$ 17.50	\$ 70.00
28	Trencher	Hour	60	\$ 10.00	\$ 600.00	\$ 11.50	\$ 690.00	\$ 10.00	\$ 600.00
29	Truck Auger	Hour	378	\$ 35.00	\$ 13,230.00	\$ 35.00	\$ 13,230.00	\$ 25.00	\$ 9,450.00
30	Air Compressor	Hour	122	\$ 10.00	\$ 1,220.00	\$ 4.00	\$ 488.00	\$ 5.00	\$ 610.00
31	Bucket / Derrick Truck - 45 Ft Boom	Hour	2262	\$ 20.00	\$ 45,240.00	\$ 30.00	\$ 67,860.00	\$ 35.00	\$ 79,170.00
32	Bucket / Derrick Truck - 65 Ft Boom	Hour	506	\$ 20.00	\$ 10,120.00	\$ 35.00	\$ 17,710.00	\$ 40.00	\$ 20,240.00
33	Boom Concrete Finisher	Hour	36	\$ 20.00	\$ 720.00	\$ 12.00	\$ 432.00	\$ 12.50	\$ 450.00
34	Concrete Saw	Hour	520	\$ 10.00	\$ 5,200.00	\$ 5.00	\$ 2,600.00	\$ 5.00	\$ 2,600.00
35	Crane - 60 Ft Boom	Hour	4	\$ 10.00	\$ 40.00	\$ 45.00	\$ 180.00	\$ 45.00	\$ 180.00
36	Concrete Core Drill - Up to 6 Inches Equipment Not Listed Above; _____ % Markup	Hour	562	\$ 10.00	\$ 5,620.00	\$ 5.00	\$ 2,810.00	\$ 10.00	\$ 5,620.00
37	TOTAL:	Hour	506862	10%	\$ 50,686.20	11%	\$ 55,754.82	10%	\$ 50,686.20
					\$ 10,428,155.70	\$ 10,436,829.52	\$ 9,894,282.88		
Contact:				Joe Gibson		Curtis Jenkins		Bryan Sutton	
Location:				2311 E. 28th Street Chattanooga, TN 37407		2800 2nd Avenue Chattanooga, TN 37407		2101 Fort Street Chattanooga, TN 37408	

**Adman Electric**  
2311 East 28<sup>th</sup> Street  
Chattanooga, TN 37407

**Advanced Power & Lighting Inc.**  
6117 Dayton Blvd  
Hixson, TN 37343

**Lawson Electric Company**  
409 Spring Street  
Chattanooga, TN 37405

**Tri-State Electrical Contractors  
LLC**  
4701 Wilson Road, Bldg. A  
Chattanooga, TN 37410

**White Electrical Construction Co.**  
1801 East 23rd Street  
Chattanooga, TN 37404

**Triad Electric**  
1017 E. Main Street  
Chattanooga, TN 37408

**Service Electric Company**  
1631 East 25th Street  
Chattanooga, TN 37404

**Nabco Electric Company**  
2800 2nd Avenue  
Chattanooga, TN 37407

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on March 26, 2019*

**Requisition / Bid No.: R182751 / 305415**  
**Ordering Dept.: Waste Resource Division, Public Works**  
**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Electrical Services for Waste Resource Division**  
\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\***  
**2:00 P.M., EST on March 26, 2019**

\*\*\*\*\*

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

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

The City of Chattanooga Standard Terms and Conditions posted on the website are applicable and can be found at:  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

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

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Company Name: Tri State Electrical Contractors  
Mailing Address: 2101 Fort Street  
City & Zip Code: Chattanooga, TN  
Phone/Toll Free No.: (423) 800-2134  
Fax No.: (423) 551-8827  
E-Mail Address: Bryans@tristateec.com  
Contact Person: Bryan Sutton  
Company Title: V. President of Operations  
Signature: Bryan Sutton

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 26-MAR-19 at 2:00 PM

**BID NUMBER:** 305415

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition / Bid No.: 182751 / 305415                      Ordering Dept.: Waste Resource Division, Public Works Department                      Buyer: Mark McKeel                      Phone No : 423-643-7236</p> <p>Items Being Purchased: Electrical Services at Waste Resource Division</p> <p>PLEASE NOTE: All items must be bid to be considered for an award.                      There will be two (2) vendors selected for an award.</p> <p>ATTACHMENTS:                      1. Specifications &amp; Bid Form (13 pages)                      2. Affirmative Action Plan (2 pages)                      3. Iran Divestment Act Disclosure (1 page)                      4. No Contact / No Advocacy Notice (1 page)                      City of Chattanooga (COC) Terms and Conditions posted on Website  <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a>                      If you can't download call buyer for a copy.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Electrical Services for Waste Resource Division.</p> <p>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</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT</p> <p>*** BID MUST BE RECEIVED NO LATER THAN ***                      *** 2:00 PM EST ON MARCH 26, 2019 ***</p> <p>PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305415) ON OUTSIDE PACKAGING</p> <p>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>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.</p> <p>NOTE:                      ALL BIDS MUST BE SIGNED                      All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions unless specific written exceptions are otherwise stated.</p> <p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the</p>					

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

**BUYER:**

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

**DELIVERY REQUIRED:**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin</p> <p>**** NOTE ****                      PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name <u>Tri State Electrical Contractors</u></p> <p>Address <u>2101 Fort Street</u>  <u>Chattanooga, TN 37408</u></p> <p>Phone/Toll-Free No. <u>(423) 800-2134</u></p> <p>Fax No. <u>(423) 551-8827</u></p> <p>eMail Address <u>Bryans@tristateecc.com</u></p> <p>Contact Person's Name <u>Bryan Sutton</u></p> <p>Estimated Delivery <u>3/26/19</u></p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F O B DESTINATION ****</p>					

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

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

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

COMPANY: Tri State Electrical Contractors

TERMS OF PAYMENT NET 30

SIGNATURE: Bryan Sutton

TELEPHONE NUMBER (423) 800-2134

NAME AND TITLE: Bryan Sutton / V.P. of Op



# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

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**BID NUMBER:** 305415

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Electrical Foreman	12060	Hour	\$ 59.00	\$ 711,540.00
2	Electrical Foreman Overtime	28594	Hour	\$ 84.13	\$ 2,405,613.22
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6	Electrician Apprentice 2nd Year Overtime	356	Hour	\$ 32.78	\$ 11,669.68
7	Electrician Apprentice 3rd Year	22572	Hour	\$ 36.40	\$ 821,620.80
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9	Electrician Apprentice 4th Year	12414	Hour	\$ 40.10	\$ 497,801.40
10	Electrician Apprentice 4th Year Overtime	718	Hour	\$ 57.18	\$ 41,055.24

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COMPANY: Tri State Electrical Contractors

TERMS OF PAYMENT: NET 30

SIGNATURE: Bryan Sutton

TELEPHONE NUMBER (423) 618-3685

NAME AND TITLE Bryan Sutton / V.P. of Op

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

26-MAR-19 at 2:00 PM

**BID NUMBER:** 305415

**BUYER:**

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

**DELIVERY REQUIRED:**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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15	Instrument Technician - ISA Certified	4	Hour	\$ 56.40	\$ 225.60
16	Instrument Technician - ISA Certified Overtime	4	Hour	\$ 60.50	\$ 242.00
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18	Lineman Overtime	22	Hour	\$ 65.00	\$ 1,430.00
19	Lineman Foreman	10	Hour	\$ 50.00	\$ 500.00
20	Lineman Foreman Overtime	10	Hour	\$ 75.00	\$ 750.00

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COMPANY Tri State Electrical Contractors

TERMS OF PAYMENT NET 30

SIGNATURE B Sutton

TELEPHONE NUMBER (423) 618-3685

NAME AND TITLE: Bryan Sutton / V.P. of op

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**

26-MAR-19 at 2:00 PM

**BID NUMBER:** 305415

**BUYER:**

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

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**SEALED BIDS**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Unexpected Services; ____ Percent Markup	450010	Each	<u>10%</u>	<sup>Total Plus</sup> 45,001.00
22	Parts and Materials; ____ Percent Markup by Vendor Over Cost	1298570	Each	<u>10%</u>	<sup>Total Plus</sup> \$ 129,857.00
23	Boom Lift - 60 Feet	220	Hour	\$ <u>35.00</u>	\$ 7,700.00
24	Forklift - 6000 Pound Reach	8	Hour	\$ <u>10.00</u>	\$ 80.00
25	Scissor Lift - 26 Feet	658	Hour	\$ <u>5.00</u>	\$ 3,290.00
26	One Man Lift	38	Hour	\$ <u>3.50</u>	\$ 133.00
27	Snorkel Lift	4	Hour	\$ <u>17.50</u>	\$ 70.00
28	Trencher	60	Hour	\$ <u>10.00</u>	\$ 60.00
29	Truck Auger	378	Hour	\$ <u>25.00</u>	\$ 9,450.00
30	Air Compressor	122	Hour	\$ <u>5.00</u>	\$ 610.00

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COMPANY Tri State Electrical Contractors

TERMS OF PAYMENT NET 30

SIGNATURE B. Sutton

TELEPHONE NUMBER (423) 618-3685

NAME AND TITLE Bryan Sutton / VP of op.

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
26-MAR-19 at 2:00 PM

**BID NUMBER:** 305415

**BUYER:**  
**PHONE #:** (423) 643-7230  
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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Bucket/Derrick Truck - 45 ft. Boom	2262	Hour	\$ <u>35.00</u>	\$ <u>79,170.00</u>
32	Bucket/Derrick Truck - 65 ft. Boom	506	Hour	\$ <u>40.00</u>	\$ <u>20,240.00</u>
33	Boom Concrete Finisher	36	Hour	\$ <u>12.50</u>	\$ <u>450.00</u>
34	Concrete Saw	520	Hour	\$ <u>5.00</u>	\$ <u>2,600.00</u>
35	Crane - 60 ft. Boom	4	Hour	\$ <u>45.00</u>	\$ <u>180.00</u>
36	Concrete Core Drill - up to 6 Inches	562	Hour	\$ <u>10.00</u>	\$ <u>5,620.00</u>
37	Equipment Not Listed Above; _____ Percent Markup	506862	Each	<u>10%</u>	Total Plus \$ <u>50,686.20</u>

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

COMPANY: Tri State Electrical Contractors

TERMS OF PAYMENT: NET 30

SIGNATURE: [Signature]

TELEPHONE NUMBER (423) 618-3685

NAME AND TITLE: Bryan Sutton / V.P. of Op.

**SPECIFICATIONS FOR BLANKET CONTRACT  
TO SUPPLY  
ELECTRICAL SERVICES  
FOR  
WASTE RESOURCES DIVISION (WRD)  
OF THE  
CITY OF CHATTANOOGA, TENNESSEE  
March 2019**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for electrical services and equipment, both routinely scheduled and on an as-needed basis, for WRD.

It is the responsibility of each bidder to visit WRD facilities to determine the nature of the electrical systems for which these services may be required, the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these electrical services.

**1.2 BASIS OF BIDDING**

The Contractor shall submit two (2) copies of bid documents utilizing the attached WRD's Bid Form. The Bid shall include the labor cost per hour for the various electrical classifications, the cost per hour for testing services as described herein, and the cost per hour for provision of equipment.

The cost per hour shall include any and all costs for standard tools/incidentals required to complete a job, wages, travel, benefits, indirect costs, overhead, including, but not limited to, meetings, planning, preparing quotes, copying, copy paper, personal protection equipment (PPE), supplies, profit, insurance, and any other related direct or indirect cost. The labor cost per hour shall be for the services of one (1) individual of the stated classification.

The Vendor shall also provide standard hourly rates and overtime rates for the various work described herein and as indicated in Bid Form. Emergency work as described in Section 2.2.1.D of these specifications shall be paid for at the stated overtime rate. Please include your company's policy on overtime.

The bid shall be awarded on the basis of the unit cost per hour of the electrical classifications, as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code

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

### 1.3 SUBMITTALS

#### 1.3.1 Bid Bond

Not Required.

#### 1.3.2 Performance Bond

None Required.

#### 1.3.3 References, Qualifications, and Experience

##### A. References

1. The Vendor shall submit a list of at least three (3) customers for whom the Vendor has performed electrical services during the past three (3) years in a similar facility including high voltage services such as those described in Section 2.2 herein.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

##### B. Qualifications and Experience

1. Vendor shall maintain full-time staff having at least five (5) years' experience in overhead high voltage (12,460 or higher volts) substation switching and mechanical operations of multi-feed switching centers.
2. Vendor shall maintain full-time staff having at least five (5) years' experience in municipal utilities, plants and distribution.
3. Vendor's staff shall have at least two (2) available employees that are ISA Certified Control System Technicians.
4. The Vendor shall submit a brief company history of providing services similar to those specified herein.
5. The Vendor shall provide a description of its work force including number of skilled personnel, licenses and certifications, and their length of service with the company.

- C. The Vendor shall provide a description of any previous specialized electrical services provided for commercial, manufacturing or industrial clients and any similar electrical services provided for municipal utilities, plants, and distribution systems.

### 1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

## **1.5 LENGTH OF CONTRACT**

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

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

## **1.6 INSURANCE**

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

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

## **1.7 WARRANTY**

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

## 2.0 SERVICES AND OTHER REQUIREMENTS

### A. Detailed Job Estimates

The Vendor shall provide a detailed job estimate for each job requested and must receive a Release Number prior to beginning any work. WRD may require its Estimate Form or equivalent to be used. The estimate should include the number and type of workers to be used, the estimated time required to complete the job from start to finish and any equipment required to perform the work including operator and rental of special equipment not included in Bid Form. Preparing estimates shall not be billed separately, but accounted for as overhead. All work shall have before and after pictures submitted in a digital format to the City Of Chattanooga electrical supervisor.

### B. Parts/Electrical Supplies to be Used

Vendor shall provide a list of all parts/electrical supplies to be purchased to complete any job as requested by WRD. WRD representative may purchase the parts/electrical supplies from the existing WRD electrical supply blanket contract and shall be referenced to an approved job identification number. Items which are not available on the City of Chattanooga electrical supplies blanket contract may be purchased under this contract under Bid Form. A copy of Vendor's Supplier's Invoice for those purchases must be included with Vendor's Invoice to WRD. All work over \$5,000 shall have a quote submitted and approved before work can proceed. The quote shall include a takeoff for all parts needed to complete the job.

### C. Storage

The vendor shall provide their own storage facilities for storing of materials and equipment. The location and nature of the storage facility shall be approved by City Representative before any facilities are brought on-site. Storage area shall remain clean and have a neat appearance at all times.

### D. Timesheets

Vendor shall provide with each invoice employee Timesheets showing time worked on the job. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime. Timesheets shall include all work performed, indicating the electrical trade, hours of work, use of specialized equipment, and/or use of approved subcontractors. Previous days' time sheets shall be signed by the City supervisor at the morning safety briefing. Vendor employees to clock in and out on WRD provided TimeClock and report to Electric Shop. Work Order Numbers to be specified. TimeClock information is for WRD use only. Punching the Timeclock does not waive the requirement for employee Timesheets being attached to invoices. TimeClock reports will not be used to pay invoice. Unless approved by the City breaktimes shall be 9:15-9:30 and 2:00-2:15. Lunch shall be 11:30-12:00.



E. Hourly Rates

Hourly rates shall include employee's hourly rate of compensation under each classification. Any costs for transportation or mileage should be included in your hourly rates.

F. Electrical Foreman

Vendor will be contacted when use of electrical foreman is required. Specific work orders will be provided. Hours worked by electrical foreman must be preapproved. Foreman shall clock in and out on WRD provided time clock.

G. Tools & Supplies

Vendor's employees must arrive on job site with all vendor supplied tools, Personal Protective Equipment, and consumables, including, but not limited to, HazMat suits, tape, wire nuts, wire ties, and gloves.

H. Weekly Maintenance Meeting

Vendor shall send a representative to the Maintenance Meeting held each Friday in O&C Conference Room. All vendor employees working onsite shall attend the morning safety briefing.

I. AVL

At WRD discretion, AVLs may be installed on Vendor's vehicles which are routinely used to perform work under this blanket contract. WRD will pay for all costs involved. If an AVL system is currently being utilized by Vendor, live access could be provided to WRD, in lieu of WRD AVL installation.

## 2.1 GENERAL

### 2.1.1 Subcontractors

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

### 2.1.2 Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the NEC, NFPA 70E, USEPA, TOOT, OSHA, NETA and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

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

Electrical Foreman and Electrician Journeyman must have City of Chattanooga Electrician Journeyman license, and be certified.

### 2.1.3 Inspection

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

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

In the event the Vendor:

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

WRD shall have the right to terminate immediately the Contract for any reason after giving a ninety (90) day written notice to the Vendor for the above, but not limited to the reasons listed above.

## 2.2 DESCRIPTION OF CONTRACTED SERVICES

### 2.2.1 General

- A. Attach Vendor's Written Safety Plan and include contact information
- B. The Vendor shall provide specialized electrical services for the repair, upgrade, replacement, improvement, and/or maintenance of the electrical equipment at all WRD facilities. The Vendor shall provide all standard tools/incidentals required to complete a job, labor, travel, mileage, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- B. The Vendor shall provide the services as scheduled by the City or on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's personnel and equipment when it is needed.
- C. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction. Vendor shall agree to a twenty-four (24) hour response time to respond to routine calls.
- D. Vendor shall perform emergency work when requested by the City. Response to the need for emergency work shall be within two (2) hours of notification. Vendor shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made.
- E. The Vendor shall provide trained electrical service personnel to perform various tasks requested by the City in accordance with the agreed hourly rates (reference Appendix A). Hourly rate shall include all typical tools and equipment used by electrical service personnel. Specialized equipment shall be as listed in Appendix B and shall have separate hourly or daily rates. Any other equipment NOT listed in Appendix B, shall be included in the detailed written estimate for each job and shall include operator and rental fees.
- F. The Vendor shall review the various projects and assignments with City personnel, to determine labor, materials, and equipment needed, and to provide any other planning, sketches, drawings, product research, or other requirements of the work.
- G. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal must be approved by WRD, disposition must be determined by WRD, whether retained, stored, or removed, all equipment is properly stored, and the work area is completely cleaned.

### 2.2.2 Examples of Services Required

Electrical services to be supplied under this contract shall include, but not be limited to the following:

- A. Testing, repair, and service to 47KV dual feed switching centers/power distribution systems by a NETA certified testing agency.
- B. Minor electrical services and equipment, both routinely scheduled and on an as-needed basis, for projects pertaining to 480 volts or less either Single or 3 Phase.
- C. Inspection and repairs to overhead electrical equipment, including lines, poles, lightning arrestors, risers, guy wires, ground rods, etc.
- D. Annual cleaning and inspection of all switching centers by NETA certified personnel.
- E. Annual cleaning, inspection, and oil analysis of all transformers to include a report of findings within one week.
- F. Inspection, testing, and repairs to distribution transformers to include a report of findings supplied within one week.
- G. Medium voltage testing and servicing.
- H. Assistance with set up of generators of up to 2.0 megawatts for backup power needs.
- I. Inspection, troubleshooting, and repair to electrical and electromechanical systems on various voltages from 13kV AC to 5v DC.
- J. Design, installation, and start-up testing of new electrical control panels, including new installations, retro-fit applications and applications including automatic transfer controls for backup power.
- J. Supplement plant electrical system personnel as needed.
- K. Update electrical prints in an Autocad system to reflect changes
- L. Update the City of Chattanooga Arc Flash study as changes are made

### 2.2.3 City Supplied Services

The City will provide the following services

- 1. Designate a City representative to coordinate each assignment and/or project with Vendor's personnel.
- 2. Provide access to City facilities for execution of the work.
- 3. Parts/Electrical Supplies needed to complete each job may at the City's option be purchased by a City representative from the electrical supplies blanket contract with the City of Chattanooga.
- 4. WRD will provide the Time Clock.
- 5. Automatic Vehicle Locator ("AVL") - City reserves the right to install AVL's on vendors' vehicles, or, in the alternative, may require live access to Vendor's AVL system.

### 3.0 EXECUTION

#### 3.1 CONTRACT STARTING DATE

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

### 4. PAYMENT OF SERVICES

- 4.1. The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
- 4.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 4.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 4.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The units of measure used on invoice should match units of measure bid. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- 4.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only.
- 4.7. Markup will be calculated as the following example:

If the part costs vendor \$100.00,  
and the Markup on contract is 10%,  
City will reimburse Vendor \$110.00.
- 4.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

- 4.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 4.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- 4.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.
- 4.12. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

Moccasin Bend Wastewater Treatment Plant  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
[MBacctspayable@chattanooga.gov](mailto:MBacctspayable@chattanooga.gov)

**BID FORM  
LABOR RATES**

Electrical Foreman* **	Hour	<u>\$59.00</u>
Electrical Foreman Overtime	Hour	<u>\$84.13</u>
Electrical Foreman on Sunday	Hour	<u>\$118.00</u>
Electrician Apprentice 1 <sup>st</sup> Year*	Hour	<u>\$21.36</u>
Electrician Apprentice 1st Year (overtime)	Hour	<u>\$32.04</u>
Electrician Apprentice 1 <sup>st</sup> Year on Sunday	Hour	<u>\$42.72</u>
Electrician Apprentice 2nd Year*	Hour	<u>\$21.85</u>
Electrician Apprentice 2nd Year (overtime)	Hour	<u>\$32.78</u>
Electrician Apprentice 2 <sup>nd</sup> Year on Sunday	Hour	<u>\$43.70</u>
Electrician Apprentice 3rd Year*	Hour	<u>\$36.40</u>
Electrician Apprentice 3rd Year (overtime)	Hour	<u>\$51.41</u>
Electrician Apprentice 3 <sup>rd</sup> Year on Sunday	Hour	<u>\$72.80</u>
Electrician Apprentice 4th Year*	Hour	<u>\$40.10</u>
Electrician Apprentice 4th Year (overtime)	Hour	<u>\$57.18</u>
Electrician Apprentice 4 <sup>th</sup> Year on Sunday	Hour	<u>\$80.20</u>
Electrician Apprentice 5th Year*	Hour	<u>\$44.50</u>
Electrician Apprentice 5th Year (overtime)	Hour	<u>\$63.46</u>
Electrician Apprentice 5 <sup>th</sup> Year on Sunday	Hour	<u>\$89.00</u>
Electrician Journeyman*	Hour	<u>\$58.40</u>
Electrician Journeyman (overtime)	Hour	<u>\$85.26</u>
Electrician Journeyman on Sunday	Hour	<u>\$114.46</u>
Instrument Technician - ISA Certified* (regular)	Hour	<u>\$56.40</u>
Instrument Technician - ISA Certified (overtime)	Hour	<u>\$60.50</u>
Instrument Technician - ISA Certified on Sunday	Hour	<u>\$80.43</u>
Lineman* (regular)	Hour	<u>\$45.00</u>
Lineman (overtime)	Hour	<u>\$67.50</u>
Lineman on Sunday	Hour	<u>\$67.50</u>
Lineman Foreman* ** (regular)	Hour	<u>\$50.00</u>
Lineman Foreman (overtime)	Hour	<u>\$75.00</u>
Lineman Foreman on Sunday	Hour	<u>\$75.00</u>

\*Attach proof of Titles/Licensee designation

\*Attach all employees' Confined Space Entry Certification, NFPA Certification, OSHA 10

\*Attach all employees' Drug Test Results

\*Keep all documentation for each employee on file for submitting to WRD upon request.

Attach Company Policy on Overtime

**Define Titles/Designations**

Electrical Foreman Brian McFalls / Estimates Projects @ Lays out Duties for JWs

Electrician Apprentice 1<sup>st</sup> Year\* Logan Hill / JW Support

Electrician Apprentice 2nd Year\* Dave Boyd / JW Support

Electrician Apprentice 3rd Year\* Jacy Cena / JW Support

Electrician Apprentice 4th Year\* Holden Morgan / JW Support

Electrician Apprentice 5th Year\* Eugene Ashley / JW Support

Electrician Journeyman Jason Hames / Carries out Duties @ Project Leads

Instrument Technician - ISA Certified (regular) Chuck Slaybaugh / Testing & Breakers

Lineman (regular) James Zank / Overhead work & High Voltage

Lineman Foreman (regular) " " / Estimates @ carries out High Voltage Duties

\*\*Foreman's hours must be pre-approved by WRD and shall not include time for quoting job, planning jobs, or attending meetings.

WRD reserves the right to terminate services of any personnel and vendor is required to replace same.

Parts and Materials Markup

For items not included under current WRD Electrical Supply Blanket Contract or items authorized by City Representative only.

Unexpected Services Markup	Percent	<u>10%</u>
Parts and Materials Markup by Vendor over Cost	Percent	<u>10%</u>



**SPECIALIZED EQUIPMENT PROVIDED BY VENDOR  
(INCLUDES OPERATOR WITH NO MILEAGE CHARGE)**

<u>Equipment Description</u>	Unit	Rate (or N/A)
Boom Lift—60 feet	Hourly	\$ 35.00
Forklift—6000 pound reach	Hourly	\$ 10.00
Scissor Lift—26 feet	Hourly	\$ 5.00
One Man Lift	Hourly	\$ 3.50
Snorkel Lift	Daily	\$ 140.00
Trencher	Hourly	\$ 10.00
Truck Auger	Hourly	\$ 25.00
Air Compressor	Hourly	\$ 5.00
Bucket/Derrick Truck—45ft. boom	Hourly	\$ 35.00
Bucket/Derrick Truck—65ft.	Hourly	\$ 40.00
boom Concrete Finisher	Hourly	\$ 12.50
Concrete Saw	Hourly	\$ 5.00
Crane—60ft. boom	Hourly	\$ 45.00
Concrete Core Drill—up to 6 inches	Daily	\$ 10.00
Equipment not listed above markup	Percent	10%

Please List Additional Specialized Equipment that is not listed above that could be used with Hourly and/or Daily Rates:

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## Affirmative Action Plan

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

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

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

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

B. Sutt

(Signature of Contractor)

V. President of Operations / Tri State Electrical Contractors  
(Title and Name of Construction Company)

3 / 13 / 19

(Date)

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

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

(SIGNED)



(PRINTED NAME)

Bryan Sutton

(BUSINESS NAME)

Tri State Electrical Contractors

(DATE)

3 / 13 / 19

For further information, please see website:

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

No Contact/No Advocacy  
Notice Receipt  
City of Chattanooga  
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

Bryan Sutton / B. Sutton (Vendor Agent name), states that:

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

Electrical Contractors (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # Bid # R182751/305415, and said

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

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

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

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

Submitter Signature:

Printed Name:

B. Sutton

Bryan Sutton

Title: V. President of Operations

Date: 3 / 13 / 19



City of Chattanooga, TN

Mark McKeel

License No: 68365

Expires: 11/30/2021  
Classification Unlimited

Re: Overtime policy

City of Chattanooga, TN Purchasing,

We (Tri State Electrical Contractors) are an IBEW Local 175 Electrical contractor. We follow and abide by the IBEW Local 175 Overtime policy stated in the agreement between all local contractors that are included. With as follows:

8 hr 5 day shift as follows: straight time on first 8 hr worked, 1 1/2 times for following 4 hours, 2 times thereafter

10 hr 4 day shift as follows: straight time on first 10 hr worked, 1 1/2 times for following 2 hours, 2 times thereafter

2 times on holidays and Sundays

Bryan Sutton

**Tri-State Electrical Contractors**

Vice President Of Operations

Office: 423-800-2134

Cell: 423-618-3685

2101 Fort Street | Chattanooga, TN 37408



City of Chattanooga, TN

Mark McKeel

License No: 68365

Expires: 11/30/2021

Classification Unlimited

Re: Customer References

1. City of Chattanooga, Tn WRD Electrical RFB, 2015-Present \$750k Blanket per year, Jimmy Spence, Steve Porter
2. United Hydrogen Charleston, TN 2018-Present \$2.9 M New facility electrical, Brent Koski 1-412-999-9179, [Brent.Koski@unitedhydrogen.com](mailto:Brent.Koski@unitedhydrogen.com)
3. Volkswagen of Chattanooga \$2 M- \$4 M yearly electrical 2015- Present, Jeff Shadrick/ Nick Tudors 423-599-2582 [jeff@tristateec.com](mailto:jeff@tristateec.com)

Sincerely,

Bryan Sutton

**Tri-State Electrical Contractors**

Vice President Of Operations

Office: 423-800-2134

Cell: 423-618-3685

2101 Fort Street | Chattanooga, TN 37408



2101 Fort Street, Chattanooga, TN 37408 | Phone: (423) 800-2134 | [www.tristateec.com](http://www.tristateec.com)

## **Tri-State Electrical Contractors**

From the very beginning, we understood the need for developing a company that would provide high-quality electrical services 'outside the box.' That means that our company provides teams of expert electricians, engineers and project managers who are driven by the passion of working in the electrical industry. We have a group of intelligent, creative, resourceful, dynamic and responsible professionals who take pride in what they do.

Creative designs in electrical systems and delivering results are the hallmark of our company and when it comes to trouble-shooting, our talented group of professionals always find innovative solutions to even the most complicated challenges.

We have both management and labor skills on board that handle industrial, commercial and residential accounts from large to small. From the basic residential service call to a retail build out or franchise service or a structure design on PLC's and drives services, Tri-State Electric will deliver results in a timely fashion. Our clients' satisfaction is what empowers us. Our core values remain:

### **EXPERIENCE**

50 years of experience in commercial, industrial and residential work. Our commitment to our clients is to deliver top-notch services at a competitive cost.

### **RELIABILITY**

Why are we reliable? Because our focus is on delivering results: the kind of results our clients are looking for: hassle-free, efficient and on time.

### **TEAM WORK**

Our group of skilled professionals diligently work to tackle each project with precision, skill and knowledge. We maximize our time by assembling teams equipped with the necessary knowledge and expertise to efficiently fulfill the task. Management and supervision are inherent in each project guaranteeing attention to detail and performance that exceeds our clients expectations.

### **SAFETY**

Tri-State Electric Contractors leave no room for errors when it comes to safety. Attention to detail is our guide. Our teams follow the most strict industry-related safety guidelines being aware at all times of the inherent dangers in our profession. We closely follow OSHA requirements and a process that places safety at the very top, at every level and at all times. We are fully bonded and insured.

### **COMPETITIVENESS**

Our prices are market-driven and competitive. Our clients can expect excellent results and a safety-oriented process, regardless of the size of the job. Why? Because we don't consider any job too small or too large.

*Wired for SAFETY*





City of Chattanooga, TN

Mark McKeel

License No: 68365

Expires: 11/30/2021

Classification Unlimited

Re: ISA Certified Control System Technicians

Mark, City of Chattanooga, TN Purchasing,

1. We use the services of Chuck Slaybaugh as needed
2. Joey Doss Level 1 ISA on Journeyman wireman ticket
3. We use the services of Gene Black as an employee as needed

Sincerely,

Bryan Sutton

**Tri-State Electrical Contractors**

Vice President Of Operations

Office: 423-800-2134

Cell: 423-618-3685

2101 Fort Street | Chattanooga, TN 37408



City of Chattanooga, TN

License No: 68365

Mark McKeel  
Purchasing

Expires: 11/30/2021  
Classification Unlimited

Re: WORK FORCE

1. Tim Howard, TN Electrical Contractors License, GA Electrical Contractors License, AL Electrical Contractors License, General Contractors License in the states TN and AL, IBEW 175 Journeyman License, City Of Chattanooga Electrical Contractors License, Hamilton County TN Electrical Contractors License, OSHA 30, NFPA70E, LOTO, Fall Protection,CPR/ First Aid,TWIC
2. Brian Mcfalls, IBEW 175 Journeyman License, City of Chattanooga Electrical License, OSHA 30, NFPA 70E, LOTO, Fall Protection, Confined Space Training,CPR/ First Aid
3. Bryan Sutton, GA Electrical Contractors License, IBEW 175, NJATC, MSHA, OSHA30, NFPA 70E, LOTO, Fall Protection,CPR/First Aid,TWIC
4. Terry Rollins, TN Electrical Contractors License. IBEW 175, NJATC, OSHA 10, NFPA 70E, LOTO, Fall Protection, CPR/First Aid
5. Derrick Dishman, IBEW 175 Journeyman License, MSHA, OSHA 10, NFPA 70E, LOTO, Fall Protection, Rigging and scaffolding, Flagging
6. Paul Neal, IBEW 175 Journeyman License, MSHA, OSHA 30, NFPA 70E, LOTO, Fall Protection, CPR/ First Aid,TWIC
7. Robbie Bearden, IBEW 175 Journeyman License, MSHA, OSHA 10, NFPA 70E, LOTO, Fall Protection, CPR/First Aid,3M and Ray Chem Training High Voltage,TWIC
8. Jeff Shadrick, IBEW 175 Journeyman License, OSHA 10, NFPA 70E, ARC FLASH, LOTO, Fall Protection
9. Josh Holland, IBEW 175 Journeyman License, OSHA 30, NFPA 70E, ARC FLASH, LOTO, Fall Protection, PLC Programming 1 and 2
10. Todd Thommason, IBEW Journeyman License, OSHA 10, NFPA 70E, LOTO, MSHA, Fall Protection, CPR/First Aid, Ray Chem High Voltage stress cones and heat tracing
11. Randy Mcdowell, IBEW 175 Journeyman License, OSHA 10, NFPA 70E, LOTO, MSHA, Fall Protection, CPR/ First Aid,TWIC
12. Jarret Ingle, IBEW 175 Journeyman License, OSHA 10, NFPA 70E, LOTO, MSHA, Fall Protection, CPR/ First Aid
13. Jason Hames, IBEW 175 Journeyman License, OSHA 10, NFPA 70E, LOTO, MSHA, Fall Protection, Flagging and rigging, CPR/First Aid, TWIC
14. Michael Fletcher, IBEW 175 Journeyman License, OSHA 10, NFPA 70E, LOTO, MSHA, Fall Protection, Ray Chem High Voltage Stress Cone Training, CPR/ First Aid
15. Dave Keller, BICSI, Avigilon Access control and CCTV, Data Comm and Telephony Systems

16. Joey Doss, ISA Level 1, IBEW 175 Journeyman License, OSHA 10, NFPA 70E, LOTO, MSHA, Fall Protection, High Voltage Training
17. Kevin Scott, IBEW 175 Journeyman License, OSHA 30, MSHA, CPR First Aid, Scaffolding and rigging, Flagging, PLC Programming level 1 NFPA 70 E, LOTO, Rockwell automation training, Ray Chem High Voltage training, Heat Trace Training
18. Walt Flegal, IBEW 175 Journeyman License, OSHA 10, LOTO, NFPA 70E, ARC FLASH TRAINING, Ray Chem Heat Trace Training, Thermon Heat Trace Training
19. Dennis Day, IBEW 175 Journeyman License, NFPA 70E, LOTO, Fall Protection Several Automation and robotics Training Certs
20. Jared Durham, Estimator/PM, IBEW 175 Journeyman License, Automation and controls training, NFPA 70E, ARC FLASH, OSHA30, Certificate at Chattanooga State in Industrial Controls, fall protection

Sincerely,

Bryan Sutton

**Tri-State Electrical Contractors**

Vice President Of Operations

Office: 423-800-2134

Cell: 423-618-3685

2101 Fort Street | Chattanooga, TN 37408



City of Chattanooga, TN

Mark McKeel

License No: 68365

Expires: 11/30/2021

Classification Unlimited

Re: AFTER HOURS CONTACT

1. **Brian Mcfalls**, 423-653-1537, [brianm@tristateec.com](mailto:brianm@tristateec.com)
2. **Derrick Dishman**, 423-718-5688, [derrickd@tristateec.com](mailto:derrickd@tristateec.com)
3. **Bryan Sutton**, 423-618-3685, [bryans@tristateec.com](mailto:bryans@tristateec.com)

Sincerely,

**Bryan Sutton**

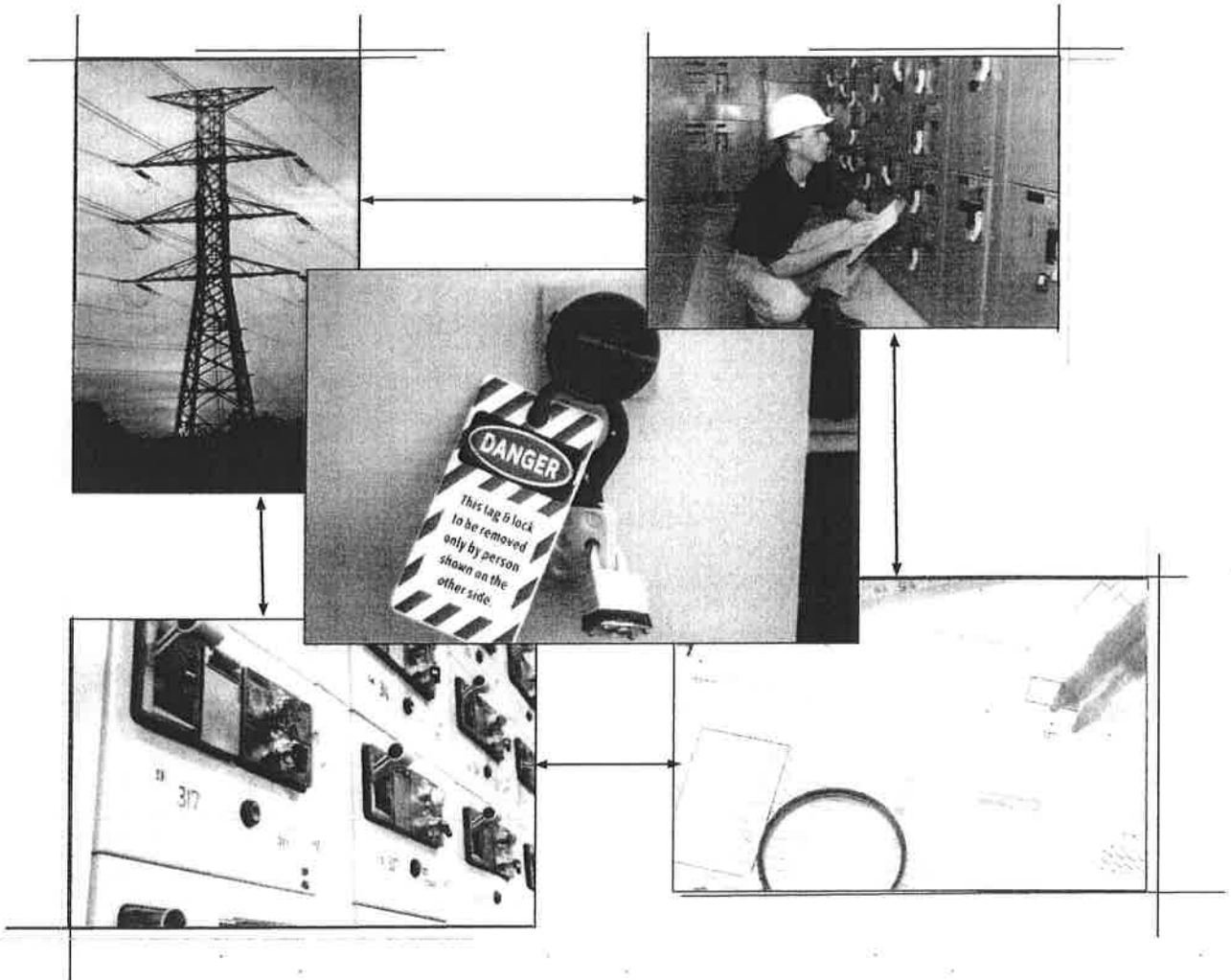
**Tri-State Electrical Contractors**

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Cell: 423-618-3685

2101 Fort Street | Chattanooga, TN 37408



# SAFETY MANUAL

SAFETY MANUAL CONTENTS

## CORPORATE SAFETY POLICY

*Tri-State Electrical Contractors (TSEC)* will conduct its operations so that injuries to people, damage to property, and adverse impact on the environment will be avoided. This program is being implemented in an effort to eliminate hazards and to achieve our ultimate goal of zero accidents.

It is *TSEC's* policy to provide a clean, safe and healthy working environment for all employees. It is our intention to comply with all safety and health standards that are enforced by local, state and federal authorities. To that end, we will provide engineering controls, administrative controls, personal protective equipment and training to abate and reduce exposure to hazards and prevent injury and illness. We have developed policies, rules, and procedures, which will contribute to the safety of all employees. We expect all employees to work according to good safe practices as posted, instructed, and discussed.

Employees will contribute to the company safety program by following all safety rules, bringing unsafe conditions to the attention of management and recommending actions to improve the effectiveness of the program.

Supervisors shall insist that employees observe and obey every rule, regulation and order necessary for the safe conduct of work, and shall take such action necessary to obtain compliance.

I, Brain Sutton, state that the safety, health and well being of all employees are a primary concern of *TSEC*. Accordingly, accident prevention is of the highest importance. Employee safety has always had and will continue to have precedence over any and all production demands. Additionally, *TSEC* has built a strong reputation for providing high quality, safe workmanship. Because of this, shortcuts that compromise safety and/or quality are not allowed and must be avoided at all times.



\_\_\_\_\_  
**President**

\_\_\_\_\_  
8/14/2014

\_\_\_\_\_  
**Date**

## **SAFETY RESPONSIBILITIES & COMMUNICATION**

In order for any program, including safety, to be effective, there must be definite assignments of responsibility. This requires that management determine who will perform certain activities and make them specifically accountable for completion of those activities. Responsibilities must be clearly stated so that the persons to whom they are assigned have a full understanding of what is expected of them.

We have organized our safety program just as we have organized our entire operation. Duties are assigned to certain individuals. Everyone in the organization has responsibilities with regard to safety and must answer to another individual or group to ensure our policies are being implemented. All employees should be aware that safety issues are everyone's business. If a person feels that a problem has not been addressed, they may go to another member of the managerial team. While it is usually best to follow the recognized chain of command, there are times when alternatives must be utilized.

**Project Foreman:** This is the most significant role in the implementation of the safety program. The project foreman works, as early as possible, with the owner, general contractor and/or other trades to identify potential hazards. They are responsible for coordinating the work so that hazards are avoided when possible, and when hazardous conditions exist, ensure abatement in a timely manner. Other responsibilities of the project foreman include:

- Be accountable for the safety of all employees under their management;
- Be responsible for training employees in safe work practices and safety regulations;
- Be responsible for planning the work and training the crew prior to starting a new or non-routine task;
- Conduct Weekly Toolbox Talks;
- Procure and maintain all safety equipment needed to perform the work safely;
- Remove all unsafe working conditions immediately upon discovery, and ensure that the situation is resolved appropriately;
- Report every accident immediately, complete the *TSEC* accident report form that same day and deliver it to the Safety Director as soon as possible;
- Report "near miss" situations for evaluation and prevention;
- Attend all required safety training including but not limited to: Annual Supervisor Meetings, First Aid & CPR;
- Enforce all safety rules with a positive attitude and stress the importance of a safe working environment to all;
- Request assistance from the Safety Director when needed, for pre-job safety planning, unusual situations, etc; and
- Insist that all subcontractors' operations be carried out in a safe manner and notify the Safety Director if they refuse to do so.

**Project Managers:** This role has the ultimate responsibility to ensure that the project foreman has the training, skills, and equipment needed to complete the project successfully and safely. Each Project Manager has the responsibility to have a pre-job meeting with the project foreman to

**General Safety Responsibilities for All Employees:** Although the majority of safety responsibilities are placed on management, each employee regardless of title must abide by the following general rules and responsibilities:

- Report any unsafe working conditions at once to the immediate supervisor;
- Report **ALL** accidents and “near miss” situations **IMMEDIATELY** to the project foreman, jobsite supervisor or Safety Director;
- Report all possible personal injuries during the shift when the incident occurs;
- Keep all work areas clean, neat, orderly and safe;
- Comply at all times with rules and policies within this manual, site specific requirements, and all other commonly recognized and established safe work practices for the construction industry;
- Conduct only those tasks in which he/she has received training and fully understand the safety requirements of the task;
- Learn to recognize unsafe conditions and procedures on the jobsite. If asked to do a task that he/she considers unsafe, one may question the supervisor without fear of reprimand; if still in doubt, contact the Safety Director;
- Maintain a positive attitude toward safety and cooperate fully to ensure a safe, healthful workplace for yourself and your fellow employees; and
- Understand that violation of any of these rules will be cause for immediate disciplinary action, up to and including termination.

## **SAFETY COMMUNICATION**

Without a good system for communicating health and safety information, plans for our injury and illness prevention system would fail. Good communication allows us to stay in touch with the work force, so that we are constantly aware of health and safety needs throughout our operations. If we are communicating properly, our goals and rules are clearly understood and potential hazards are eliminated before they become harmful. With that in mind we have developed a variety of ways to communicate our safety and health program, the most important of which is maintaining an open door policy, so that ideas and concerns flow freely from management to employees and vice-versa. Additionally, safety may be communicated through postings, memos, and training.

It is important for all employees to feel free to bring their safety concerns or suggested safety improvements to any level of management. If any individuals feel this method is not getting the necessary results, they should go directly to the Safety Director. Safety concerns may also be submitted anonymously to the Safety Director. Any employee, who makes a suggestion, points out a hazard, or wishes to voice a concern regarding safety and health, would receive a written or verbal response within five working days.



## SAFETY TRAINING

### **Policy**

Training is designed to enable employees to learn their jobs properly and to reinforce safety policies and procedures. Safety Training also provides an opportunity to communicate safety principles and commitment of management to the workplace. Consequently, *TSEC* will provide safety training to all employees.

### **New Employee Safety Orientation**

A New Employee Safety Orientation class is a part of the overall orientation program that all new hires must attend. This orientation is conducted by the project foreman or a person appointed by he/she and may include the following topics:

Goals & Objectives of the Safety Program	Fire Prevention	Ladders
Personal Protective Equipment (PPE)	Housekeeping	Rigging
Hand & Power Tools	Excavations	Fork-Trucks
Electrical Safety	Confined Spaces	Scaffolds
Fall Protection	Lockout / Tagout	Aerial Lifts
Hazard Communication	Respiratory Protection	Welding & Cutting
Disciplinary Policy	Accident Reporting	Substance Abuse
Risk and Hazard Identification and analysis		

After completion of Safety Orientation class, the new hire's supervisor will provide additional specific safety training applicable to the assigned job. This training will consist of:

- Emergency plans, evacuation routes, assembly locations and emergency numbers
- Location of the first aid-kit & fire extinguishers
- Use of tools & equipment, lifting & material handling equipment on the job.

### **Supervisor Training**

It is the policy of *TSEC* that all supervisors including but not limited to project foreman, Project Managers, Estimators and the Safety Director are trained in and have an understanding of the company safety policies and procedures.

### **Toolbox Talks**

Each jobsite will perform a 15-minute toolbox safety talk weekly. The toolbox talk shall be selected by the project foreman and shall be relative to the hazards associated with the current project and scope of work. Each attending employee shall sign the toolbox talk, and a copy of the toolbox talk and sign-in sheet shall be given to the Safety Director.

### **Documentation:**

Upon completion of training courses, employees shall verify their understanding of the training through written tests or through practical hands on demonstrations. All training will be documented with the employee's name, date of training and results of any tests or demonstrations.

### **Dismissal**

If conduct remains unsatisfactory and the employee still fails to meet the prescribed standards, or in the case of gross misconduct, dismissal will normally result. Only the Project Manager, Safety Director or Upper-management representative can take the decision to dismiss. The employee will be given details of the non-compliance. Movement through the stages of the disciplinary procedure will not necessarily be in relation to the same offence. The cumulative progress of the process will be determined by the nature and seriousness of the offences.

*TSEC* reserves the right to take other actions as an alternative or in addition to a disciplinary warning as is considered justified in the circumstances of the case. This may involve the retraining or counseling.

### **Gross Misconduct**

Gross misconduct is conduct so serious that it effectively breaches the contract of employment and so justifies the employer in effecting a summary dismissal. While it is possible to give examples of actions that may constitute gross misconduct, each case must be considered in the light of its particular circumstances. These may include the nature of the job as well as the details of the offence. The following list of examples of offences normally regarded as gross misconduct is therefore illustrative and not exhaustive:

- Theft, fraud, deliberate falsification of records;
- Fighting or assault on another person;
- Deliberate damage to company property;
- An act or omission at work that results in unacceptable loss, damage or injury;
- Repeated willful disobedience of a reasonable instruction;
- Offensive behavior of a serious nature, including racial or sexual harassment;
- Deliberate disregard of a safety regulation or requirement;
- Improper use of the employee's position for his/her or another's private advantage, or an attempt to do so;
- Deliberate contravention of the company's financial regulations; and
- Criminal activities outside work where, in the reasonable opinion of management, such conduct is incompatible with the individual's employment.

Each employee shall use appropriate eye or face protection (ANSI Z-87.1) when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.

Each employee shall use eye protection that provides side protection when there is a hazard from flying objects. Detachable side protectors are acceptable.

Each employee who wears prescription lenses while engaged in operations that involve eye hazards shall wear eye protection that incorporates the prescription in its design, or shall wear eye protection that can be worn over the prescription lenses without disturbing the proper position of the prescription lenses or the protective lenses.

Each employee shall use equipment with filter lenses that have a shade number appropriate for the work being performed for protection from injurious light radiation.

### **Head Protection**

Hardhats have been designed and manufactured to provide workers protection from impact, heat, electrical and fire hazards. These protectors consist of the shell and the suspension combined as a protective system. Bump caps or skull guards are constructed of lightweight materials and are designed to provide minimal protection against hazards and are therefore not an appropriate means for head protection.

Head protection will be furnished to, and used by, all employees and subcontractors engaged in construction on *TSEC* projects. Head protection will also be required to be worn by engineers, inspectors, and visitors.

### **Foot Protection**

All employees shall wear a sturdy work boot with a hard sole. Sandals, tennis shoes, or any other soft cloth shoe shall not be worn. Where necessary, steel toe shoes and/or metatarsal guards shall be worn to provide additional impact and compression protection. This type of protection may be required when carrying or handling excessively heavy materials such as objects, parts, or heavy tools, which could be dropped.

### **Hand Protection**

Hand protection is required when employees' hands are exposed to hazards such as those from skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns, and harmful temperature extremes.

### **Disciplinary Action**

Failure to comply with any part of this policy or the procedures within will result in disciplinary action as outlined in the Disciplinary Policy & Procedures of this Safety Manual.

*Hearing Protection, Fall Protection and Respiratory Protection have their own Policy and Procedures incorporated as a part of this Safety Manual and therefore are not covered under this section.*

- Suitable eye and face protection shall be worn when using powder-actuated tools. This may include safety glasses or goggles and face shield.
- All guarding shall be in place and hands should be kept clear of the barrel end. To prevent the tool from firing accidentally, two separate motions are required for firing: one to bring the tool into position, and another to pull the trigger. The tools must not be able to operate until they are pressed against the work surface with a force of at least 5 pounds greater than the total weight of the tool.

If a powder-actuated tool misfires, the employee should wait at least 30 seconds before trying to fire it again. If the tool still will not fire, the user should wait another 30 seconds so that the faulty cartridge is less likely to explode, than carefully remove the load. The bad cartridge should be put in water.

The muzzle end of the tool must have a protective shield or guard centered perpendicularly on the barrel to confine any flying fragments or particles that might otherwise create a hazard when the tool is fired. The tool must be designed so that it will not fire unless it has this kind of safety device.

All powder-actuated tools must be designed for varying powder charges so that the user can select a powder level necessary to do the work without excessive force.

If the tool develops a defect during use it should be tagged and taken out of service immediately. All powder-actuated tools shall have routine maintenance every 6-months.

#### ***Fasteners***

When using powder-actuated tools to apply fasteners, there are some precautions to consider. Fasteners must not be fired into material that would let them pass through to the other side. The fastener must not be driven into materials like brick or concrete any closer than 3-inches to an edge or corner. In steel, the fastener must not come any closer than ½-inch from a corner or edge. Fasteners must not be driven into very hard or brittle materials, which might chip or splatter, or make the fastener ricochet.

An alignment guide must be used when shooting a fastener into an existing hole. A fastener must not be driven into a spalled area caused by an unsatisfactory fastening.

#### **Personal Protective Equipment**

Employees who use hand and power tools and who are exposed to the hazards of falling, flying, abrasive and splashing objects, or exposed to harmful dusts, fumes, mists, vapors, or gases must be provided with the particular personal equipment necessary to protect them from the hazard.

Each operation that requires the use of hand or powered tools shall be evaluated to determine the possible hazards involved with the operation and PPE shall be selected accordingly.

#### **Guards**

Guards, as necessary, should be provided to protect the operator and others from the point of operation, in-running nip points, rotating parts, and flying chips and sparks. For example, belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains, or other reciprocating, rotating, or moving parts of equipment must be guarded.

# ELECTRICAL SAFETY POLICY & PROCEDURES

## **Policy**

The purpose of this policy is to establish safe work practices that are intended to prevent electrical shock or other injuries resulting from either direct or indirect contact with electrical circuits or equipment.

*TSEC's* primary scope of work involves working around and with electricity. Each application has its own combination of hazards that includes the potential for electric shock, burns, fire or explosions. Thus, it is essential for all employees to be aware of the hazards associated with working with electricity and use the appropriate protective methods to minimize the risk of an injury or accident.

## **General Safe Work Practices**

- Turn off and unplug electrical equipment before attempting to repair, replace a part, clear a jam, adjust or troubleshoot.
- Do not use an electrical outlet or switch if the protective cover is ajar, cracked or missing.
- Only use dry hands and tools when using electrical equipment.
- Stand on dry surfaces when using electrical equipment.
- Never put conductive metal objects into energized equipment.
- Always pick up and carry portable equipment by the handle and/or base. Carrying equipment by the cord can damage the cord's insulation.
- Unplug cords from electrical outlets by pulling on the plug instead of pulling on the cord.
- Extension cords shall only be used for temporary use and shall be appropriately rated for the job.
- Only extension cords with three-prong plugs shall be used to ensure that equipment is grounded.
- Never remove the grounding post from a 3-prong plug so you can plug it into a 2-prong wall outlet or extension cord.
- Re-route electrical extension cords so they are not stepped on, rolled over, cut or pinched.
- Do not overload extension cords, multi-outlet strips, or wall outlets.
- Heed all warning signs, barricades and or guards that are posted when equipment or wiring is being repaired or installed or if electrical components are exposed.

## **Electrical Equipment & Components**

All electrical equipment and components shall be listed, labeled, and approved by a nationally recognized testing laboratory. All equipment shall be used according to manufacturer's recommendations and shall be inspected periodically for damage. All repairs made to electrical equipment shall be done by a qualified person. Inspections shall include the following:

- Is the cord's insulation frayed, cracked, or damaged, exposing internal wiring;
- Are the plug's prongs bent, broken or missing;
- Is the plug or outlet blackened by arcing;
- Is there liquid spilled on or around the equipment;
- Are any protective parts broken, cracked or missing;
- Does the operator feel a slight shock when operating the equipment;

## ENERGIZED ELECTRICAL WORK POLICY

### Policy

It is the policy of TSEC to de-energize all electrical equipment prior to performing work. However, when conditions arise that do not allow the de-energizing of equipment or when performing work on high-voltage, protection will be taken to prevent the risk of injuries suffered from shock, arc flash or arc blast.

### Qualified Personnel

It is TSEC's policy that energized work must only be performed by qualified personnel. Qualified personnel must have received training on the following;

- The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment.
- The skills and techniques necessary to determine the nominal voltage of exposed live parts.
- The decision making process necessary to determine the degree and extent of the hazard and the personal protective equipment and job planning necessary to perform the task safely.
- The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools.
- Current First Aid and CPR certification.

For the purposes of this policy only Journeyman electricians can be defined as a qualified person if they meet the above training requirements. **At no time shall an apprentice work on energized parts or equipment.**

### Energized Work Permit

If live parts are not placed in an electrically safe work condition, an Energized Electrical Work Permit (*Energized Electrical Work Permit*) shall be completed prior to starting work.

The purpose of the permit is to:

- Demonstrate that de-energizing is infeasible or creates additional hazards;
- Assess exposure risk; and
- Control exposure risk.

**Exception:** Diagnostics, testing, troubleshooting, and voltage measuring by qualified personnel shall be permitted to be performed without an Energized Work Permit, provided appropriate safe work practices and personal protective equipment is provided and used.

### Shock and Arc Flash Hazard Protective Requirements

All work involving energized electrical equipment shall be evaluated for shock and arc flash hazards (*Hazard/Risk and PPE Category Selection Form*). For work activities not listed in **Attachment D**, NFPA 70E shall be consulted for determining required Personal Protective Equipment.

### Tools and Equipment:

When an energized conductor is exposed, absolutely no one may approach closer than the flash boundary without wearing appropriate arc protection.

A flash hazard analysis shall be done in order to protect personnel from the possibility of being injured by an arc flash blast. The analysis shall determine the Flash Protection Boundary and the personal protective equipment that shall be used within the boundary. For systems under 600 Volts, NFPA 70E sets up two possible ways to calculate the Flash Boundary.

1. For locations with a total fault exposure of less than 5000 Ampere-seconds (fault current in amperes multiplied by clearing time in seconds), a Flash Boundary of 4-feet may be used.
2. Above 5000 Ampere-seconds, or under engineering supervision, the following formulas may be used:

$$D_c = \sqrt{2.65 \times MVA_{bf} \times t} \quad (1)$$

- or -

$$D_c = \sqrt{53 \times MVA \times t} \quad (2)$$

Where:

- $D_c$  = The flash boundary radius
- $MVA_{bf}$  = The bolted fault MVA at the point of exposure
- MVA = The maximum fault MVA from the transformer feeding the circuit
- $t$  = The time of arc exposure (based on protective device operation)

Notes:

- Equation (1) provides generally smaller distances.
- Equation (1) may not be applied without an accurate, up-to-date short circuit analysis at the point of exposure.
- For voltage levels in excess of 600 Volts, other formulas may be used. The flash boundary is defined as that distance at which the worker is exposed to 1.2 cal/cm<sup>2</sup> (for exposures of more than 0.1 seconds or 1.5 cal/cm<sup>2</sup> for exposures of less than or equal to 0.1 seconds).

If the Flash Boundary is smaller than the Limited Approach Boundary, the Limited Approach Boundary is the closest that unqualified persons may approach.

***Low-slope Roofs (less than or equal to 4 in 12)***

Each employee engaged in roofing activities on low-slope roofs with unprotected sides and edges **6-feet or more** above lower levels shall be protected from falling by guardrail systems, safety net systems, personal fall arrest systems or a combination of a warning line system and safety net system or a warning line system and personal fall arrest system.

***Steep Roofs (greater than 4 in 12)***

Each employee on a steep roof with unprotected sides and edges **6-feet or more** above lower levels shall be protected by guardrail systems, safety net systems, or personal fall arrest systems.

**Fall Protection Systems**

When there is a potential fall of 6 feet or more, *TSEC* will provide protection from fall hazards by the use of a guardrails system, personal fall arrest system, positioning device, warning lines, controlled access zone, and/or hole covers.

***Guardrail System***

Guardrail systems must be capable of supporting a minimum of 200-lbs. The top edge height of the guardrails system must be 42-inches, plus or minus 3-inches, above the walking/working surface. Midrails must be installed at a height midway between the top edge of the guardrail system and the walking/working level.

***Personal Fall Arrest***

A Personal Fall Arrest Systems consists of an anchorage, connectors, body harness and may include a deceleration device or lifeline. If a personal fall arrest system is used for fall protection, it must limit maximum arresting force on an employee to 1,800 pounds when used with a body harness, be rigged so that an employee can neither free fall more than 6-feet nor contact any lower level and bring an employee to a complete stop and limit maximum deceleration distance an employee travels to 3.5-feet. All personal fall arrest systems must have sufficient strength to withstand twice the potential impact energy of an employee free falling a distance of 6-feet or the free fall distance permitted by the system, whichever is less. The use of body belts for fall arrest is prohibited and a full body harness is required. Anchorage points must be capable of holding 5,000-lbs.

***Positioning Device***

Positioning systems are to be set up so that workers can free fall no farther than 2-feet. Positioning devices shall be secured to an anchorage capable of supporting at least twice the potential impact load of an employee's fall or 3,000 pounds, whichever is greater.

***Warning Line System***

Warning line systems consist of ropes, wires, or chains, and supporting stanchions. Warning lines shall be rigged and supported so that the lowest point including sag is no less than 34-inches from the walking/working surface and its highest point is no more than 39-inches from the walking/working surface. Stanchions, after being rigged with warning lines, shall be capable of resisting, without tipping over, a force of at least 16 pounds applied horizontally against the stanchion. The rope, wire, or chain shall have a minimum tensile strength of 500 pounds and after being attached to the stanchions, must support without breaking the load applied to the stanchions as prescribed above. Warning lines shall be attached to each stanchion in such a way that pulling on one section of the line between stanchions will not result in slack being taken up in the



## **PORTABLE LADDER SAFETY POLICY**

### **Policy**

Ladders present unique opportunities for unsafe acts and unsafe conditions. Therefore, it is *TSEC* policy that all employees who use ladders must be trained in proper selection, inspection, use and storage.

### **Types of Ladders**

There are generally two types of portable ladders: Stepladders (A-Frame Ladders) and Straight (Extension Ladders). Each type of ladder has its own specific hazards and precautions.

#### ***Step Ladders***

- The spreaders shall be fully extended and locked into place before use.
- The top two steps are not to be used for sitting or standing.
- The back of the ladder should not be used for climbing, unless designed for such use.
- Stepladders should never be leaned against a wall and used as a straight ladder.

#### ***Straight Ladders***

- Always select a straight ladder long enough to extend at least 3-feet beyond the landing and be secured from displacement.
- Straight ladders should be positioned so that the horizontal distance between the foot of the ladder and the support against which it is placed is equal to one-fourth the height of the ladder at the top of support.

### **General Safety Guidelines**

- Ladders shall be secured in position to prevent slipping;
- Always be sure to place the ladder on solid ground or footing;
- Ladders may not be used in horizontal positions for use as platforms;
- Wooden ladders shall be maintained free of sharp edges, splinters and other defects;
- Wooden ladders shall not be painted, as paint may hide defects that could lead to failure;
- Metal ladders shall never be used on or around exposed electrical elements;
- Ladders shall be kept free of oil, grease, dirt, etc;
- Move the ladder with your work and do not overextend beyond the rails of the ladder;
- When climbing or descending a ladder always face the ladder and hold onto each rail;
- Carry tools and materials in proper carrying devices in order to keep your hands free.

### **Training**

All employees using or constructing ladders shall be trained to recognize hazards related to ladders and to use proper procedures to minimize these hazards. Employees shall be trained to demonstrate competency in the following areas:

- The nature of fall hazards in the work areas;

## SCAFFOLD SAFETY POLICY

### Policy

This policy establishes health and safety requirements for the proper construction, inspection, maintenance, operation, and use of scaffolds used in the alteration, construction, and demolition of building (interior and exterior).

A Competent Person should be assigned to each scaffold project, to ensure proper assembly, use, and disassembly. Before each use, the Competent Person should inspect the platform condition, framework, the base and supports, access ladders, scaffold connections, and the overall stability. If at any time the scaffold is not fully completed or is found to be non-compliant, the Competent Person shall tag the scaffold out of service.

### Capacity

All scaffolds and their components will be capable of supporting without failure at least four times the maximum intended load. The three types of supporting scaffolds include: Light (25 p.s.f.), Medium (50 p.s.f.), and Heavy (75 p.s.f.). All suspension ropes and hardware shall be capable of supporting at least six times the maximum intended load.

### Platform Construction

- All platforms will be entirely planked and decked with scaffold grade planks.
- Gaps shall not be more than one inch wide in between planks and no more than 9½ inches between the last plank and the upright.
- All platforms will be at least 18-inches wide and shall not deflect more than 1/60 of the span when loaded.
- Front edge of any working platform shall not be more 14-inches from the face of the work
- Scaffold planks 10-feet or less in length, unless cleated or secured with hooks, will extend at least 6-inches past the support but not more than 12-inches. Scaffold planks greater than 10-feet will extend no more than 18-inches past the support.
- Where platforms are overlapped to create a long platform, the overlap shall occur only over supports and shall not be less than 12-inches unless secured to prevent movement.
- All platforms will be kept clear of debris or other obstructions that may hinder the working clearance on the platform.

### Supported Scaffolding

- The footing or anchorage for scaffolds will be sound, rigid and capable of carrying the maximum intended load without settling or displacement. Unstable objects such as concrete blocks or bricks will not be used to support scaffolds or planks.
- The poles legs, or uprights will be plumb, and securely and rigidly braced to prevent swaying and displacement.
- All supported scaffold with height to base ratio greater than 4:1 shall be restrained from tipping by the use of ties, guys or equivalent.
- Mixing scaffold components from one manufacturer to another may not be done, unless integrity of each component can be maintained and is approved by the competent person.

“under erection”, “being dismantled”, “repairs required” or “overhead protection only”, shall be marked on the reverse.



### Use

- All scaffold users must comply with the tagging system as described above.
- Scaffolds shall never be loaded to exceed their capacity.
- Scaffolds shall not be erected closer than 3-feet from insulated power lines carrying less than 300 volts and no more than ten feet for all power lines carrying 300 volts or more. For each kilovolt over 50kv, add 4-inches.
- Scaffolds shall not be moved while occupied by employees, unless designed for such purpose.
- Employees will not work on scaffolds, which are covered with ice or snow, unless all ice or snow is removed and planking is sanded to prevent slipping.
- No employee will work on scaffolds during storms or high winds.
- The use of shore scaffolds and lean-to scaffolds is strictly prohibited.

### Fall Protection

All scaffolds over 10-feet must be equipped with guardrails. (See Fall Protection Policy for guardrails specifications). Toeboards shall extend a minimum of 4-inches above the work platform. When it is anticipated that material will be stacked higher than 4-inches, screens must be provided from the work platform to the toprail to prevent material from falling from the scaffold. Personal fall arrest system may be used in lieu of guardrails on some scaffolds. When feasible all erectors and dismantlers of scaffolds shall be protected from falling by the use of a personal fall arrest system.

## AERIAL & SCISSORS LIFT SAFETY PROGRAM

### **Policy**

The leading cause of construction fatalities is falls. For this reason *TSEC* often seeks the use of aerial lifts to provide easier and safer access to elevated work areas. However, aerial lifts may pose their own hazards if not used appropriately. *TSEC* requires that all operators be trained in the safe operations of the lift, perform a pre-lift inspection and follow the general safe operating guidelines.

### **Types**

There are generally two types of lifts:

#### ***Articulating Boom Lifts***

These lifts are used for reaching up and over machinery, equipment, and other obstacles mounted on floors, and for reaching other elevated positions not easily approached by a straight (telescopic) boom lift. The machine's turntable may be rotated 360° in either direction. The boom can be raised or lowered from vertical to below horizontal and extended (telescoped) while the work platform remains horizontal and stable.

#### ***Scissor or Vertical Lifts***

These lifts are used where less reach and height, but more workspace and lifting capacity, are required. They are designed to provide larger platform work areas and generally to allow for heavier loads than boom lifts. Scissor lifts may be maneuvered in a manner similar to boom lifts, but the platform may be raised only vertically, except for an available option that extends the deck horizontally.

Only devices approved for lifting personnel shall be used as aerial lifts. Loaders, forklifts or other material lift devices shall not be used to transport employees to elevated locations nor as work platforms. Forklifts and cranes may only be used as a last resort, and then only with approved personnel baskets.

### **Fall Protection**

*TSEC* does not require fall protection in scissor or vertical lifts. However, a full body harnesses and lanyard shall be used for employee fall protection and restraint when using an articulating boom lift. The lanyard shall be attached to an approved anchorage point as designated by the manufacturer of the lift, and at no time shall an employee attach off to an adjacent structure or equipment. The operator shall not stand, sit or climb on the edges of the basket, nor shall an employee use a ladder, plank or other device to increase his working position.

### **Inspections**

Lift equipment and controls shall be inspected upon delivery to the jobsite, and daily prior to use (*Aerial Lift Inspection Checklist*). All aerial lift devices shall conform to ANSI Standards applicable to the type of equipment being used. Any lift that is found to be damaged or is not functioning properly shall be tagged and removed from service until repairs are made. Aerial lift devices shall only be used for the purpose(s) intended by the manufacturer. Modifications shall not be made to any aerial lift device without the expressed written authorization from the manufacturer. All manufacturer warnings regarding operation, capacity and safety precautions

# FORKTRUCK SAFETY POLICY

## **Policy**

Material handling is a significant safety concern for *TSEC*. During the movement of products and materials there are numerous opportunities for personal injury and property damage if proper procedures and caution are not used. Therefore it is the policy of *TSEC* that forktruck operators be qualified operators, trained in the safe operation, inspection and maintenance of forktrucks.

## **Training**

No employee shall operate a forktruck without successfully completing forktruck training. An experienced and qualified person shall conduct all training. Training shall be documented in writing and shall include the following:

### ***Truck Related Training Topics:***

- Operating instructions, warnings, and precautions for the types of truck the operator will be authorized to operate;
- Differences between the forktruck and the automobile ;
- Truck controls and instrumentation: where they are located, what they do, and how they work;
- Engine or motor operation;
- Steering and maneuvering;
- Visibility (including restrictions due to loading) ;
- Fork and attachment adaptation, operation, and use limitations;
- Vehicle capacity & vehicle stability;
- Any vehicle inspection and maintenance that the operator will be required to perform;
- Refueling and/or charging and recharging of batteries;
- Operating limitations;
- Any other operating instructions, warnings, or precautions listed in the operator's manual for the types of vehicle that the employee is being trained to operate.

### ***Workplace Related Topics:***

- Surface conditions where the vehicle will be operated;
- Load manipulation, stacking and unstacking;
- Pedestrian traffic in areas where the vehicle will be operated;
- Narrow aisles and other restricted places where the vehicle will be operated;
- Ramps and other sloped surfaces that could affect the vehicle's stability;
- Refresher training, including an evaluation of the effectiveness of that training, shall be conducted to ensure that the operator has the knowledge and skills needed to operate the powered industrial truck safely;
- Refresher training shall be conducted once every 3-years.

## **Safe Operating Procedures (SOP) & Rules**

## CRANE & HOIST SAFETY

### Policy

Many types of cranes, hoists, and rigging devices are used on *TSEC* projects for lifting and moving of materials. *TSEC's* policy is to maintain a safe workplace for its employees and subcontractors. Therefore, it cannot be overemphasized that only qualified and licensed individuals may operate these devices. The safety rules and guidance in this policy apply to all operations on our company projects that involve the use of cranes and hoists.

### General Safety Rules

- Hoisting equipment such as cranes may not be used unless ground conditions are firm, drained, and graded to a sufficient extent necessary to maintain manufacturer's recommendations in regards to adequate support and degree of level of the equipment being used.
- All underground hazards within the setup area must be located, including voids, tanks, and utilities. Site drawings, as-builts, and soil reports may be used to identify such hazards.
- An Assembly/Disassembly (A/D) Director must be on site and direct the assembly and disassembly of all cranes. The A/D Director must be both competent and qualified to direct such operations.
- Lifts that exceed 75% of the crane capacity or lifts that involve the use of more than one crane must have a written lift plan. The plan must be developed by a Qualified Person and submitted to our company before proceeding with the lift.

### Powerline Safety

- All power lines are presumed energized unless the utility owner/operator has confirmed that the power line is de-energized and is visibly grounded at the work site.
- Cranes, hoists, or loads may not be assembled, disassembled, or operated closer than 20-feet to a power line that carries up to 350 kilovolts and 50-feet to a power line that carries up to 1,000 kilovolts. Cranes that must encroach closer to a power line must de-energize and ground the power line or follow the approach distances in the following table:

<b>Minimum Clear Distances</b>	
<b>Voltage (Nominal, KV, AC)</b>	<b>Minimum Clear Distance (Feet)</b>
Up to 50	10
Over 50 to 200	15
Over 200 to 350	20
Over 350 to 500	25
Over 500 to 750	35
Over 750 to 1,000	45
Over 1,000	Established by Utility Owner/Operator or Registered Professional Engineer

- If the table

## **Wire Rope**

- A Competent Person must inspect each wire rope as follows:
  - During the course of each shift;
  - Monthly (documented)
- A Qualified Person must inspect each wire rope annually and document the inspection.
- All deficiencies that create a safety hazard must be immediately corrected before returning to use, or the wire rope must be removed and tagged out of service.
- Wire rope must be designed to have, in relation to the equipment's rated capacity, a sufficient breaking force and design factor to prevent sudden rope failure.

## **Safety Devices & Operational Aids**

- The following safety devices are required on all cranes:
  - Crane level indicator.
  - Boom stops and jib stops (except derricks and hydraulic booms).
  - Locks for all equipment with foot pedal brakes.
  - Integral holding device or check valve for all hydraulic outrigger or stabilizer jacks.
  - Horn.
  - Fire extinguisher rated not less than 5 BC.
- The following operational aids are required on all cranes:
  - Boom hoist limiting device.
  - Luffing jib limiting device.
  - Anti two-blocking device.
  - Boom angle or boom radius indicator.
  - Load weighing device.

## **Operations**

- All operations involving cranes must comply with the manufacturer's specifications and limitations. Where manufacturer's specifications are not available, the limitations assigned to the equipment must be based on the determinations of a qualified engineer competent in this field, and such determinations must be appropriately documented and recorded with the project files.
- There may be no modifications or additions that affect the capacity or safe operation of the equipment made without the written approval from the manufacturer.
- Attachments used with cranes may not exceed the capacity, rating, or scope recommended by the manufacturer.
- Operating procedures, including rated capacities (load charts), recommended operating speeds, special hazard warnings, and instruction and operation manuals must be available in the cab at all times to the operator.
- Cranes must not be operated in excess of their rated capacities.
- Crane operators must not engage in any activity that diverts attention while operating the equipment. This includes the use of cellular phones except when used for signal communications.
- The operator must not leave the controls while the load is suspended unless the area is barricaded and no workers are exposed to the suspended load, and the Competent Person

- **Operators:** Cranes may only be operated by operators who have been certified by an accredited crane operator testing organization.
  - Operators must be certified based on the type of equipment and capacity that will be used.
  - Operators must carry their certification with them at all times and show it upon request.
- **Signal Person:** Each signal person must be properly trained and have a certification showing such training.
- In addition to the training above, all workers who are subject to the following conditions must have training in these specific areas:
  - Overhead power lines.
  - Crush and pinch point hazards.
  - Tag out.
- All training should be documented and provided to our company project supervision upon request.

### **Suspended Personnel Platforms**

- It is *TSEC's* policy that suspended personnel platforms are not to be used unless approved by the company Safety Director. In the case that such approval is given, the design and use of such platform must be in strict adherence with 1926.1431.

### **Rigging**

- All rigging performed during assembly and disassembly must be done by a Qualified Rigger.
- All rigging equipment must be inspected daily before use. Defective equipment is to be removed from service or destroyed to prevent inadvertent reuse. The load capacity limits must be stamped or affixed to all rigging components.
- Remove from service nylon slings with abnormal wear, torn stitching, broken or cut fibers, or deterioration.
- Remove from service wire rope slings with kinking, crushing, bird caging, cracks, deformation, or evidence of heat damage. All wire rope slings with six randomly broken wires or three broken wires in one strand of rope in a single lay must be removed from service.
- All hooks opened more than 15% at the throat or twisted sideways more than 10° from the plane of the unbent hook must be removed from service. All crane and hoist hooks must have safety latches.
- Alloy steel chain slings with cracked, bent, or elongated links or components must be removed from service.



- employee must stand to the side of the outlet, not in front. Valves must be cracked away from welding work, sparks, flames or other sources of ignition.
- Valves must be opened slowly to prevent damage to the regulator. Valves must not be opened more than 1½ turns. If a wrench is required it must stay in position in case of emergency for a quick shut off.
  - When work is complete, cylinders must be closed and the gas released from the regulator before removing the regulator.
  - Oxygen cylinders and fittings must be kept free from oil or greasy substances and may not be handled with oily hands or gloves.
  - Clogged torch tip openings must be cleaned. Torches may be lit only with friction lighters.
  - For proper use, handling and storage of compressed gas cylinders, refer to the compressed gas cylinder policy of this safety manual

### **Personal Protective Equipment**

- All personnel engaged in welding or burning operations shall wear the appropriate personal protective equipment. This includes but is not limited to eye and face protection against harmful radiation and flying particles, flame retardant clothing, and leather gauntlet type gloves.

- Oxygen cylinders should not be stored within 20-ft of highly combustible materials, oil, grease, wood shavings, or cylinders containing flammable gases.
- If closer than 20-ft, cylinders should be separated by a 5-ft barrier with a fire-resistance rating of at least 30-minutes.
- Acetylene and liquefied fuel gas cylinders should be stored with the valve end up. Acetylene storage areas must be well ventilated and should have no other compressed gases.
- All open flames are prohibited in gas storage areas.

### ***Cylinder Storage Room Guidelines***

- Well ventilated to prevent the accumulation of explosive concentrations of gas.
- No ignition sources.
- Smoking prohibited.
- All permanent wiring in conduit.
- Electric lights (portable and fixed) equipped with guards to prevent breakage.
- Electric switches located outside the room.

### **Transporting**

Motor vehicle transport of cylinders shall only be done with vehicles equipped with racks or other means of securing the cylinders. A hand truck (dolly) shall be used for the transfer of compressed gas cylinders from one location of the jobsite to another. Cylinder transport precautions include:

- Cylinders shall not be rolled or lifted by the valve or valve cap.
- Cylinder valves will be shut off and valve caps in place during transit from location to location.
- Cylinders that have been dropped during transit shall be taken out of service and returned to the supplier for inspection.
- Cylinders will be securely supported at all times during transport.

### **Safe Handling Guidelines**

Serious accidents can result from the misuse, abuse, or mishandling of compressed gas cylinders. Employees assigned to the handling of cylinders under pressure should follow general safe handling guidelines.

- Cylinders must never be dragged, pushed, or pulled across the floor.
- Transport cylinders weighing more than a total of 40 pounds (18.2 kg) on a hand or motorized truck, securing them from falling.
- Keep the cylinders clean and protect them from cuts or abrasions.
- Where cylinders must be handled by a crane or derrick, carry them in a cradle or suitable platform and take extreme care that they are not dropped or bumped.
- Do not use slings to hoist cylinders.
- Do not drop cylinders or allow them to strike each other violently.
- Do not use cylinders for rollers, supports, or any purpose other than to contain gas.
- Do not tamper with safety devices in valves or on cylinders.
- Clearly write EMPTY in chalk on empty cylinders that are to be returned to the vendor.
- Close cylinder valves and replace valve protection caps, if the cylinder is designed to accept a cap.

# FIRE PREVENTION PROGRAM

## Policy

The aims of this policy are to prevent fires by the use of proper working procedures and good housekeeping and, in the event of a fire, to prevent injuries, loss of life, or damage to property by providing employees with the equipment and training necessary to extinguish incipient fires.

## Types of Fires

Fires are classified into four general categories depending on the type of material or fuel involved. The type of fire determines the type of extinguisher that should be used to extinguish it.

- **Class A:** fires involving materials such as wood, paper, and cloth which produce glowing embers or char.
- **Class B:** fires involving flammable gases, liquids, and greases, including gasoline and most hydrocarbon liquids which must be vaporized for combustion to occur.
- **Class C:** fires involving live electrical equipment or in materials near electrically powered equipment.
- **Class D:** fires involving combustible metals, such as magnesium, zirconium, potassium, and sodium.

## Storage & Usage of Flammable Liquids

Flammable and combustible liquids require careful handling at all times. The proper storage of flammable liquids within a work area is very important in order to protect personnel from fire and other safety and health hazards.

- Only approved containers and portable tanks may be used for storage and handling of flammable and combustible liquids. Portable fuel containers must be UL-labeled safety cans that have flame arrestors, spring loaded spouts, and vents. Plastic fuel containers may not be used on our projects.
- Portable containers of flammable liquids may not exceed 5-gallons.
- Not more than a 1-day supply of flammable liquids, such as oil, gasoline, paint or paint solvent, may be brought into any building at any one time.
- No more than 25-gallons of flammable or combustible liquids may be stored in a room outside of an approved storage cabinet.
- Not more than 60-gallons of flammable or 120-gallons of combustible liquids may be stored in any one storage cabinet. Not more than three such cabinets may be located in any single storage area.
- Do not store flammable or combustible liquids in areas used for exits, stairways, or normally used for the safe passage of people.
- Portable outdoor storage tanks must be a minimum of 20-ft from any building or structure and any yard storage of building materials.
- All tanks must be double-walled or have secondary containment of 110% capacity to prevent leaks from spilling onto the ground.
- Tanks must be grounded and bonded when dispensing flammable liquids from one tank to another.

## **HOUSEKEEPING**

### **Policy**

Attention to general cleanliness, storage and housekeeping can prevent numerous accidents. All employees share the responsibility for maintaining good housekeeping practice and following the established housekeeping procedures. The project foreman, will be responsible for monitoring housekeeping as part of their safety inspection procedures, note any hazards or areas of non-compliance, initiate clean-up procedures and provide follow-up. Housekeeping shall take place as often as necessary to keep a clean and safe jobsite.

### **General Housekeeping Guidelines**

- All aisles, stairways, emergency exits, fire extinguishers, eye wash stations, etc., will be kept clear (a minimum of 3-ft of either side) of material storage and debris (temporary and permanent) at all times.
- Storage areas will be maintained orderly at all times. When supplies are received, the supplies will be stored properly.
- Spills will be cleaned up immediately and hazardous waste shall be disposed of in accordance with state, local and federal regulations.
- All refuse and waste materials will be placed in the recognized waste containers for disposal.

- If work is in or around traffic, employees must be supplied with and wear orange reflective vests. Signs and barricades must be utilized to ensure the safety of employees, vehicular traffic, and pedestrians.
- An adequate barrier to safeguard the public and to prevent unauthorized entry shall protect all excavations. All employees working around excavations greater than 6- feet in depth shall be protected with adequate fall protection.

### **Soil Classification and Identification**

The OSHA Standards define soil classifications within the Simplified Soil Classification Systems, which consist of four categories: Stable rock, Type A, Type B, and Type C. Stability is greatest in stable rock and decreases through Type A and B to Type C, which is the least stable. Appendix A of the Standard provides soil mechanics terms and types of field tests used to determine soil classifications.

Stable rock is defined as natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

Type A soil is defined as cohesive soils with an unconfined compressive strength of 1.5 tons per square foot (TSF) or greater. Cemented soils like caliche and hardpan are considered Type A. The soil is not Type A if it is fissured, has been previously disturbed, or is subject to vibration from heavy traffic, pile driving or similar effects.

Type B soil is defined as cohesive soil with an unconfined compressive strength greater than 0.5 TSF, but less than 1.5 TSF. Granular cohesion less soil including angular gravel, silt, silt loam, and sandy loam are all considered Type B soil.

Type C soil is defined as cohesive soil with an unconfined compressive strength of 0.5 TSF or less. Granular soils including gravel, sand and loamy sand are all considered Type C soil. All submerged soil or soil from which water is freely seeping is considered Type C.

### **Soil Test & Identification**

The Competent Person will classify the soil type in accordance with the definitions in Appendix A on the basis of at least one visual and one manual analysis. These tests should be run on freshly excavated samples from the excavation and are designed to determine stability based on a number of criteria: the cohesiveness, the presence of fissures, the presence and amount of water, the unconfined compressive strength, duration of exposure, undermining, presence of layering, prior excavation and vibration.

### ***Methods of Testing Soils:***

- **Visual Test:** If the excavated soil is in clumps, it is cohesive. If it breaks up easily, not staying in clumps, it is granular.
- **Wet Manual Test:** Wet your fingers and work the soil between them. Clay is a slick paste when wet, meaning it is cohesive. If the clump falls apart in grains, it is granular.
- **Dry Strength Test:** Try to crumble the sample in your hands with your fingers. If it crumbles into grains, it is granular. Clay will not crumble into grains, only into smaller chunks.
- **Pocket Penetrometer Test:** This instrument is most accurate when soil is nearly saturated. This instrument will give unconfined compressive strength in tons per square

**Inspections**

Daily inspection of excavations, the adjacent areas and protective systems shall be made by the Competent Person for evidence of a situation that could result in a cave-in, indications of failure of protective systems, hazardous atmospheres or other hazardous conditions. All inspections shall be conducted by the Competent Person prior to the start of work and as needed throughout the shift. Inspections will be made after every rainstorm or any other increasing hazard. All documented inspections will be kept on file in the jobsite safety files and forwarded to the Safety Director weekly.

**Training**

The Competent Person(s) must be trained in accordance with the OSHA Excavation Standard, and all other programs that may apply (examples Hazard Communication, Confined Space, and Respiratory Protection), and must demonstrate a thorough understanding and knowledge of the programs and the hazards associated.

All other employees working in and around the excavation must be trained in the recognition of hazards associated with trenching and excavating.

An oxygen-deficient atmosphere has less than 19.5% available oxygen. Any atmosphere with less than 19.5% oxygen should not be entered without an approved self-contained breathing apparatus (SCBA). Oxygen-enriched atmosphere (above 23.5%) will cause flammable materials, such as clothing and hair to burn violently when ignited. Therefore, never use pure oxygen to ventilate a confined space. Ventilate with normal air.

Engulfment hazards occur when any material may be introduced to the space harming the entrant. Engulfment means the surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance. The substance can be aspirated to cause death by filling or plugging the respiratory system. The substance may also exert enough force on the body to cause death by strangulation, constriction, or crushing.

A configuration hazard is any space that has a configuration, which could potentially trap or asphyxiate a worker. Examples of configuration hazards include inwardly converging walls or a floor that slopes downward and tapers to a smaller cross-section.

Other serious hazards include any hazard capable of causing death or serious physical harm. Examples of these hazards include but are not limited to high-pressure steam lines, natural gas lines, and mechanical hazards.

### **Responsibilities of Confined Space Entry Team**

The confined space entry team consists of three different roles:

#### ***Entry Supervisor:***

- Know the hazards that may be faced during entry;
- Verify that acceptable entry conditions are present at the time of entry;
- Check the permit to verify that appropriate tests have been conducted;
- Verify that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin;
- Verify that rescue services are available and that the means for summoning them are operable;
- Inform all authorized entrants and attendants of the hazards that may be faced during entry and of the acceptable entry conditions;
- Terminate the entry and cancel the permit when operations are completed, when prohibited conditions occurs, or at the end of the shift;
- Remove any unauthorized individuals who enter or attempt to enter the confined space during entry operations; and
- Ensure that the entry operations remain consistent with the terms of the entry permit.

#### ***Authorized Entrant:***

- Be responsible for self-monitoring, using both test equipment and a knowledge of personal physical limitations;
- Be aware of any unusual physical reactions, signs, or symptoms that could be caused by the environment;
- Alert the attendant to changing conditions within the space;
- Maintain constant communication with the attendant;

### **Training**

Before participating as a member of an entry team, each employee shall be given confined space training. The training must provide employees with the necessary knowledge and skills needed to perform their duties safely. This training shall include:

- Identification of permit required confined spaces
- Hazards associated with permit required confined spaces
- Roles and responsibilities of each confined space team member
- Procedures & equipment of confined space entry
- confined space emergency rescue
- First-Aid / CPR for at least one confined space team member

Training that has been successfully completed shall be documented by listing the names of the employees, the trainer, and the dates of training. This training certification shall be kept on file with the Safety Director.

Refresher training shall be conducted every 24-months, when the employee's duties have changed, when the hazards of the space have changed, and when inadequacies in the entry operation have been identified.

### **Unauthorized Entry**

Supervisors shall prevent unauthorized entry in permit confined spaces by posting warning signs, barricading the confined space, locking entry point covers or requiring special tools to open them and providing awareness training to employees and subcontractors.

### **Atmospheric Testing**

It is important to understand that some gases or vapors are heavier than air and will settle to the bottom of a confined space. Also, some gases are lighter than air and will be found around the top of the confined space. If testing reveals that a hazardous atmosphere is present, the space must be ventilated and re-tested before workers enter. The following procedures shall be followed for proper atmospheric testing:

- All testing equipment shall be calibrated as instructed by the manufacturer.
- The test equipment should be tested in a known atmosphere to ensure its accuracy
- Ventilation equipment must be shut off before conducting any atmospheric tests
- The atmosphere must be tested at the bottom, top, an middle of all confined spaces
- The atmosphere must be monitored as necessary to determine if acceptable conditions are being maintained. This may include continuous monitoring.
- If the permit space is left for any reason, the atmosphere must be tested before re-entering the space.

### **Communication Equipment**

Attendants shall be provided with the necessary communication equipment to assure that they are able to maintain contact with entrants as well as rescue services. This may include such devices as radios, telephones, beepers or distinctive alarms.

### **Ventilation**

In confined space work, ventilating equipment is used to supply fresh air to the confined space. It replaces hazardous, toxic, or explosive conditions with an atmosphere safe for breathing. Proper



### **Rescue Procedures**

Emergency Rescue Plans & Procedures should be developed prior to confined space entry. There are two types of rescue procedures:

- **Non-entry Rescue:** In this type of rescue, rescue personnel remain outside the space. They pull the victim out of the space with the retrieval system.
- **Rescue by Entry:** In this procedure, one or more rescue personnel enter the space. They remove the victim with the assistance of other rescue personnel who are stationed outside the space. This type of rescue must only be considered when supply-air respirators are available or when emergency services with this capability are in close proximity and on standby.

Under no circumstances shall unauthorized personnel enter a confined space to attempt a rescue. At the present time there are no **TSEC** employees authorized to perform confined space rescues by entry into the space. The attendant must be capable of using all rescue equipment provided for their use to perform a "non-entry" rescue by using the retrieval systems provided. In the case that extraction using the retrieval system is not feasible, the local Fire and Rescue Department shall be contacted to perform an entry rescue.

### **Records**

The corporate office must retain all canceled Entry Permits for at least one year. Permits will be used to facilitate review of the permit system. Any problems encountered during an entry operation shall be noted on the entry permit and the Safety Director will be notified so that appropriate revisions can be made to the written Confined Space Entry Program. The Safety Director is also required to keep a list of all employees who have received confined space training.

- Prior to starting work on machines or equipment that have been locked or tagged out, the authorized employees will verify that isolation or de-energizing of the machine or equipment have been accomplished.
- After assuring that no employee will be placed in danger, test all lock and tag outs by following the normal start up procedures (depress start button, etc.). **Caution:** After test, place controls in neutral position.
- Should the shift change before the machinery or equipment can be restored to service, the lock and tag must remain. If the task is reassigned to the next shift, those Employees must lock out and tag out the equipment before the previous shift may remove their lock and tag.

#### **Removal of Lockout-Tag-out**

Before lockout or tag-out devices are removed and the energy restored to the machine or equipment, the following actions will be taken:

- The work area will be thoroughly inspected to ensure that nonessential items have been removed and that machine or equipment components are operational.
- The work area will be checked to ensure that all employees have been safely positioned or removed. Before the lockout or tag-out devices are removed, the affected employees will be notified that the lockout or tag-out devices are being removed.
- Each lockout or tagout device will be removed from each energy isolating device by the employee who applied the device.
- Only the employee that locks out and tags out machinery, equipment or processes may remove his/her lock and tag. However, should the employee leave the facility before removing his/her lock and tag, the project foreman may remove the lock and tag. The project foreman must be assured that all tools have been removed, all guards have been replaced and all employees are free from any hazard before the lock and tag are removed and the machinery, equipment or process are returned to service. The project foreman shall attempt to notify (phone call, PA message, etc.) the employee who placed the lock and tag prior removal.

#### **Group Lockout/Tagout**

In situations where more than one authorized employee will be required to perform work on a system or equipment, a designated authorized employee assigned by *TSEC* shall physically install a group lockout device as well as a personal lockout device prior to the attachment of other locks/tags, and shall coordinate all activities for employee protection.

- A scissors clip will be installed on the device to allow all authorized employees a place to lockout/tagout to protect themselves from accidental start-up or operation.
- Each employee working on energy sources or equipment operated by energy sources shall place a padlock and tag on the scissors clip.
- Each authorized employee retains his/her lockout key until the job has been completed and is responsible for personally removing his/her lockout/tagout device.
- The project foreman will be last person to remove his/her lock after verifying that all employees have been accounted for.
- In situations where group lockouts could extend for several days, involving numerous employees or contractors, the one lock for each person rule is deviated from, providing the following conditions are met:

# RESPIRATORY PROTECTION PROGRAM

## **Policy**

*TSEC* requires that exposure to hazards in the workplace be maintained below the acceptable limits. Where practical, engineering controls such as ventilation, confinement of the process, or the substitution of a toxic substance, will be used to prevent occupational exposure to air contaminated with harmful dusts, mists, fumes, vapors or radioactive or toxic particles. However, respirators will be required when the Safety Director has determined that the Permissible Exposure Limit (PEL) is exceeded, or it is anticipated that the limit will be exceeded.

## **Respirator Selection**

Respirator selection is based on the nature of the hazard (chemical and physical properties of the contaminant), conditions of exposure (open or confined spaces and % of oxygen), concentration of the contaminant, work activity, the individual's physical limitations and characteristics and limitations of the respirator.

## **Types of Respirators**

A respirator is any device worn by an individual to supply air or to reduce the concentration of a hazardous material in the air. There are generally two types of respirators; Air Purifying and Supplied

*Air Purifying* respirators are divided into two types:

- *Particulate Filtering* – which remove particles such as dust, mists, aerosols and fumes.
- *Vapor and Gas Filtering* – which remove vapors and gases you inhale.

Air purifying respirators can be worn when the oxygen is at least 19.5% and when the contaminant identity and concentration is known. Each cartridge is designed for use against specific contaminants. Therefore it is extremely important to know the contaminant present in the environment to make the appropriate cartridge selection.

*Supplied Air* respirators are divided into two types:

- *Self-Contained Breathing Apparatus (SCBA)* – where the air tank is carried by the user
- *Air Line* – where the air supply is some distance from the user and is supplied to the face piece by an air-line hose

Supplied air respirators are used when work environments contain contaminants in concentrations such that air-purifying respirators cannot filter them out and in oxygen-deficient atmospheres.

## **Medical Examination**

Using a respirator may place a physiological burden on employees that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. *TSEC* provides a medical evaluation to determine the employee's ability to use a respirator, before the employee is fit tested or required to use the respirator in the workplace. This medical evaluation will be performed by an approved Occupational Health Provider.

- Respirators that fail an inspection or are otherwise found to be defective will be removed from service to be discarded, repaired or adjusted in accordance with the manufacturer's specifications.
- Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and shall use only the respirator manufacturer's NIOSH approved parts designed for the respirator.
- Users shall not remove respirators while in a hazardous environment.
- Clean the respirator after each use, thoroughly dry it and place the cleaned respirator in a seal able plastic bag.
- All respirators shall be stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and they shall be packed or stored to prevent deformation of the face piece and exhalation valve.
- If an employee chooses to provide their own respirator, they should report this use to their supervisor so that he/she may determine that the respirator is adequate for use. Proper maintenance and sanitation of all respirators is the responsibility of the employee to whom it is assigned.

#### ***Air Purifying Respirators***

- Recognize indications that cartridges and canisters are at their end of service. If in doubt, change the cartridges or canisters before using the respirator.

#### ***Supplied Air Respirators***

- Compressed breathing air shall meet the requirements for Grade D breathing air.
- Pure oxygen is not to be used in respirators. Oxygen concentrations greater than 23.5% may create explosive atmospheres.
- Breathing air couplings shall be incompatible with outlets for other gas systems
- Cylinders used for respirators must be tested and maintained in accordance with DOT 49 CFR Part 173 and 178.
- Compressors shall be situated to prevent contaminated air from getting into the system.
- Compressors shall be equipped with in-line air purifying sorbent beds and/or filters that are maintained or replaced following manufacturer's instructions.
- Compressors must be tagged with information on the most recent change date of the filter and an authorizing signature.
- A carbon monoxide monitor must be in place to alarm at 10 ppm or shall be monitored often enough to ensure that carbon monoxide does not exceed 10 ppm.

- Reporting procedures;
- Location of emergency reporting phone numbers;
- Emergency escape routes including any specific jobsite maps;
- The alarm system;
- Responsibilities of Employees and Supervisors;
- Emergency Equipment (fire extinguishers, man-baskets, etc.).

Additional training shall be provided when conditions or procedures change. Those employees designated to respond to emergencies such as fire or chemical spill shall receive training annually on the proper procedures and equipment. Supervisors shall receive training from the Safety Director in the development of the Emergency Action Plan for their jobsite.

- Keep the work area clean and orderly.
- Use the necessary safety equipment.
- Carefully label every container with the identity of its contents and appropriate hazard warnings.
- Store incompatible chemicals in separate areas.
- Substitute less toxic materials whenever possible.
- Limit the volume of volatile or flammable material to the minimum needed for short operation periods.
- Provide means of containing the material if equipment or containers should break or spill their contents.
- DO NOT pour chemicals onto the ground.
- DO NOT dispose of chemicals through the storm drain system.
- DO NOT dispose of highly toxic, malodorous chemicals down sinks or sewer drains.

### **Chemical Storage**

The separation of chemicals (solids or liquids) during storage is necessary to reduce the possibility of unwanted chemical reactions caused by accidental mixing. Use either distance or barriers to isolate different types of chemicals.

### **Container Labels**

It is extremely important that all containers of chemicals are properly labeled. This includes every type of container from a 5000-gallon storage tank to a spray bottle of degreaser. Incoming chemicals are to be checked for proper labeling.

All chemicals will be stored in their original or approved containers with the appropriate label, tag or marking prominently displayed that indicates the identity, safety and health hazards.

Portable containers that contain a small amount of chemical need not be labeled if they are used immediately that shift, but must be under the strict control of the employee using the product. At no time shall unmarked containers of any size be left in the work area unattended.

All warning labels, tags, etc., must be maintained in a legible condition and not be defaced. All containers that are not labeled or on which the manufacturer's label has been removed will be relabeled in accordance with the "In-house Labeling Guidelines".

### **In-House Labeling Guidelines**

*TSEC* also recognizes that we are responsible for labeling "in-house", secondary containers. The Safety Director and Supervisors are responsible for seeing that these containers of materials, which are used or produced exclusively by our operation, are labeled.

When hazardous materials are transferred from original containers to secondary containers, each secondary container is labeled, tagged or clearly marked to identify the container contents, appropriate hazard warning and recommended personal protective equipment.

Labels should be of prominent size and should be firmly attached to the container in such location as to be easily read and should not obstruct other labels or create a hazardous handling situation.

Stationary vessels, tanks or pipes, which contain hazardous materials, should have clearly affixed labels, signs, or placards, which identify the container contents and have appropriate hazard warnings.

## LEAD PROGRAM

### Policy

The object of the lead standard is to protect employees from the serious toxic effects of lead that may not become apparent until years of exposure have passed. Lead can be absorbed into your body by inhalation (breathing) and ingestion (eating), it cannot be absorbed thru your skin. When lead is scattered into the air as dust, fume, or mist it can be inhaled. Failure to wash your hands prior to eating could also lead to absorption. Once lead is absorbed into your bloodstream part of it stores in your body, and can be slowly causing irreversible damage.

### Exposure

Exposure to lead occurs in several different occupations in the construction industry such as: demolition, salvage of structures, removal or encapsulation, new construction, alteration, repair, or renovation of structures that contain lead or materials containing lead. In addition there are construction related activities where exposure to lead may occur such as: abrasive blasting, welding, cutting, torch burning and some maintenance operations. This is not to say that all welding or soldering compounds would contain lead, you need to check their content before you start.

This standard would not apply if you are not working with an item containing lead. Welding and soldering that does not contain lead compounds would be exempt. Some lead containing materials will have an "Objective Information Data Sheet" demonstrating that it cannot release dust or fumes in concentrations at or above the action level under any expected condition of use. These items are exempt.

### Controls

If your job has lead or lead containing materials that will become "airborne" thru dust, mist, or fumes there are specific procedures that must be followed. You will implement engineering and work practices controls to reduce and maintain employee exposure to lead to or below the Permissible Exposure Limits (PEL). When feasible engineering and work practice controls are not sufficient to reduce employee exposure we shall supplement them by the use of appropriate respiratory protection. The below practices and controls are only for jobs that have excessive PEL readings:

- Obtain an SDS (Safety Data Sheet) for material you are working with. Follow proper warning signs and labels, etc. as called for on the SDS.
- The air quality must be monitored to determine if the exposure level is above the Permissible Exposure Limit (PEL) of 50 micrograms (50 ug/m<sup>3</sup>) averaged over an 8-hour workday.
- Document the description of each activity in which lead is emitted, equipment used, material involved, controls in place, crew size, employee job responsibilities, operating procedures and maintenance practices if applicable.
- Medical - Initial physical for employees exposed. This consists of biological monitoring in the form of blood sampling and analysis for lead and zinc protoporphyrin levels. Within 5 working days after receipt of biological monitoring results *TSEC* shall notify each employee in writing of his or her blood lead levels, and remove from site any employees who lead levels are excessive. Physicians will not reveal any medical situations, discovered as a result of the physical, other than those necessary to meet this standard.

# ASBESTOS AWARENESS POLICY

## **Policy**

The purpose of this policy is to protect the health of *TSEC* employees who may be exposed to asbestos and to establish general procedures when Asbestos Containing Material (ACM) is encountered.

It is the policy of *TSEC* that all employees with the potential of encountering asbestos, be trained in the physical properties of asbestos, health hazards of asbestos, and the procedures to follow when encountering Asbestos Containing Materials (ACM).

## **Training**

All employees that may encounter Asbestos during the course of construction are required to receive Asbestos Awareness training. This Training shall include the physical properties of asbestos, examples of asbestos containing material, health hazards of asbestos and procedures to follow when encountering ACM.

## **Physical Properties & Common ACM**

Asbestos is a generic term describing a family of naturally occurring fibrous silicate minerals. As a group, the minerals are noncombustible, do not conduct heat or electricity and are resistant to many chemicals. Although there are several other varieties that have been used commercially, the most common asbestos mineral types likely to be encountered in buildings are chrysotile (white asbestos), amosite (brown asbestos), and crocidolite (blue asbestos). Among these, white asbestos is by far the most common asbestos mineral.

***Friable Asbestos:*** Friable asbestos material means finely divided asbestos or asbestos-containing material or any asbestos-containing material that can be crumbled, pulverized or powdered by hand pressure. Individual fibers in friable asbestos-containing material can potentially become airborne and can then present a health hazard. Friable materials commonly used in buildings include sprayed fibrous fireproofing, decorative or acoustic texture coating and thermal insulation.

***Non-Friable Asbestos:*** Non-friable asbestos includes a range of products in which asbestos fiber is effectively bound in a solid matrix from which asbestos fiber cannot normally escape. However, cutting, braking, sanding, drilling or similar activities can release asbestos fiber from even non-friable asbestos materials. Non-friable material commonly used in buildings include cement tiles or boards, resilient floor coverings and asphalt roofing products.

## **Asbestos Health Hazards**

All forms of asbestos cause lung cancer and malignant Mesothelioma. And, all can cause asbestosis, a progressive fibrotic disease of the lungs. Generally, workers who develop asbestos-related diseases show no signs of illness until many years after their first exposure. The time between first exposure and the appearance of lung cancer can be anywhere from 10 to 45 years. The following are diseases and conditions associated with exposure to asbestos.

***Asbestosis*** is characterized by a progressive scarring of the lung tissue. This decreases the lung's ability to expand and contract, resulting in difficult breathing or shortness of breath. Asbestosis generally develops 10 to 15 years after exposure and while early detection is possible by x-ray and lung function tests, tissue damage is irreversible and continues to progress even after



## HEARING CONSERVATION PROGRAM

From time to time heavy equipment and other site activities may produce elevated noise levels, which may increase the potential for hearing loss. If an employee is subjected to noise levels that exceed an 8-hour time weight average sound level (TWA) of 85 decibels measured on the A scale or equivalent, a dose of fifty percent, thus referred to as the "Action Level", *TSEC* will institute engineering and/or administrative controls in the work area. (For the purpose of the hearing conservation program, employee noise exposure shall be computed in accordance with OSHA requirements 1910.95 appendix A, Table G-16a, without regard to any personal hearing protective equipment.)

When the noise levels exceed the above values *TSEC* will institute engineering and/or administrative controls in the work zone. If these controls fail to reduce worker exposure to acceptable levels *TSEC* will provide and enforce the use of hearing protectors. We will make hearing protectors available to all employees who are subjected to noise levels in excess of the permissible limits, or exposed to an 8-hour TWA of 85 dBA or greater, and who have experienced a standard threshold shift in hearing on an annual audiogram. All testing and hearing protectors will be at no cost to the employee. Employees will be provided with earplugs, which have a noise reduction rating of 30. We will ensure a proper initial fit, show the correct use, and replace the hearing protector in accordance with wear and tear factors. Whenever employee noise exposures increase, the adequacy of the hearing protectors will be re-evaluated to ensure that the equipment can provide adequate protection. If necessary more effective hearing protectors will be provided.

When information indicates that employee's exposure may equal or exceed an 8-hour TWA of 85 decibels, *TSEC* shall develop and implement a monitoring program. Our sampling strategy shall be designed to identify employees for inclusion in the hearing conservation program and to enable the proper selection of hearing protectors.

### **Monitoring**

Where circumstances such as high worker mobility, significant variations in sound level, or a significant component of impulse noise make area monitoring generally inappropriate we will use representative personal sampling to comply with the monitoring requirements, unless we can show that the area sampling produces equivalent results. In any case instruments used to measure employee noise exposure shall be calibrated to ensure measurement accuracy.

- All continuous intermittent and impulsive sound levels from 80 decibels to 130 decibels shall be integrated into the noise measure.
- Monitoring shall be repeated whenever a change in production, process, equipment, or controls increases noise exposures to the extent that additional employees may be exposed, at or above action levels, or when hearing protection being used by employees may be rendered inadequate to meet the requirements.

### **Employee Notification**

The employer shall notify each employee exposed at or above the TWA action level of the monitoring results, and provide affected employees with an opportunity to observe any noise measurements conducted.

- A copy of the OSHA 1910.95 noise/hearing protection standard will be posted in the work place;
- Upon request they will be given all materials related to this education program.

**Recordkeeping**

*TSEC* will retain all employee audiometric testing records for 2-years. This record shall include name, job classification, date of test, examiners name, date of last audiometer, and employee's most recent noise exposure assessment, and records of the measurements of the background sound pressure levels in audiometric test rooms.

Records shall be maintained for at least 2-years, with the exception of the audiometric test record, which shall be kept, for the duration of the employee's employment. Records shall be made available to employees upon request.

The need for hearing protection could change several times in the same shift. Chances are your Safety Director won't be located in your working area during your entire shift, so we have to rely on information you give us to know when you need help. If you are experiencing a hearing loss that you feel is work related contact your Safety Director immediately. *TSEC* wants to make your work site as safe as possible. We encourage all employees who have safety concerns, complaints, or suggestions to contact the Safety Director.

with blood, body fluids, or any potentially infectious material for which occupational exposure is reasonably anticipated.

The only exception to this requirement shall be those rare and extraordinary occasions when, in the professional judgment of the employee, wearing of required PPE would have prevented delivery of health or public safety services or would have posed an increased hazard to the employee or coworkers. Such situations must be investigated and documented to determine whether such occurrences can be prevented.

### **Communication of Hazards**

Warning labels shall be affixed to containers and bags of regulated waste containing blood or other potentially infectious material. These labels must include the Biohazard legend depicted below, have a fluorescent orange or orange-red colored background with lettering or symbols in a contrasting color and be affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.



Signs which are fluorescent orange or orange-red, with lettering or symbols in a contrasting color, and bearing the biohazard legend shall be posted at the entrance to work areas where the cleanup or disposal of blood or other potentially infected material is taking place.

### **Training**

All employees with occupational exposure to blood borne pathogens shall participate in Bloodborne Pathogen awareness training. The content of the training program shall contain at a minimum the following elements:

- A copy of the Blood borne Pathogen standard;
- A general explanation of the epidemiology and symptoms of blood borne diseases;
- An explanation of the modes of transmission of blood borne pathogens;
- An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices and personal protective equipment;
- Information on the appropriate actions to take and persons to contact regarding a personal exposure involving blood or other potentially infectious materials;
- Information on the post-exposure evaluation and follow up that *TSEC* is required to provide for the employee following an exposure incident.

### **Cleanup & Disposal of Bloodborne Pathogens**

If blood or other potentially infectious body fluids are encountered in the work place, always observe Universal Precautions first and foremost. While fluids such as urine and vomit are not considered infectious by themselves, they are considered infectious if observable blood is present. Use Universal Precautions in any case. The cleanup procedure for blood and other potentially infectious fluids is as follows:

## ACCIDENT INVESTIGATION AND PREVENTION

### **Policy**

Accident prevention and control of hazards is the result of a well-designed and executed safety and health program. One of the keys to a successful program includes unbiased, prompt and accurate accident investigations. The basic purpose of these investigations is to determine measures that can be taken to prevent similar accidents in the future.

It is the policy of *TSEC* that an investigation of all work related accidents, injuries and illnesses are to be conducted in a professional manner to identify probable causes and are used to develop specific management actions for the prevention of future accidents.

### **Accident Reporting**

All accidents no matter how minor shall be reported.

The accident reporting requirements apply to all accidents involving *TSEC* personnel arising out of or in the course of employment, which results in (or might have resulted in), personal injury, illness, property damage, chemical releases and fire.

Employees are required to report all accidents no matter how minor to their direct supervisor.

Trained supervisors are required to investigate all accidents. Supervisors are required to report all accidents to the client immediately with a written report to follow within 24 hours.

Within eight (8) hours after the death of any employee as a result of a work-related incident, report of the fatality will be made to the Occupational Safety and Health Administration (OSHA).

Within twenty-four (24) hours after the in-patient hospitalization of one or more employees or an employee's amputation or an employee's loss of an eye, as a result of a work-related incident, report of the in-patient hospitalization, amputation, or loss of an eye will be made to Occupational Safety and Health Administration (OSHA).

### ***Accidents (Occupational Injuries and Illnesses)***

All accidents that have resulted in injury or illness shall be reported immediately to your Supervisor. The Supervisor shall then report the accident to the *TSEC* Safety Director. Injuries and illnesses that require reporting include those injuries and illnesses occurring on the job which result in any of the following: lost work time, restrictions in performing job duties, requirement for first aid or outside medical attention, permanent physical bodily damages, or death.

Other accidents requiring reporting include those incidents occurring on the job which result in any of the following:

- Injury or illness to subcontractor employees;
- Damage to a *TSEC* vehicle;
- Fire/explosion;
- Property damage of more than \$100;
- Chemical releases requiring evacuation of at least that immediate spill area.

### ***Events (Near Misses)***

Other accidents, which, strictly by chance, do not result in actual or observable injury, illness, death or property damage is required to be reported. The information obtained from such

Each accident investigation will be conducted the same day as the occurrence. As a result of the investigation, the supervisor shall fill out the company Accident Investigation Form (*Accident Investigation Form*) and submit it to the Safety Director for review. The accident investigation report shall include all sketches, pictures, diagrams, and witness statements that support the investigation.

All witness interviews should be conducted in a quiet and private location. It is essential to get preliminary statements as soon as possible from all witnesses. Witnesses should be separated as soon as practical to insure unbiased testimony. All investigating supervisors shall be trained in interview collection techniques. Follow up interview will be conducted as necessary to insure accurate information is obtained and vetted.

Supervisors will be trained on an annual basis for accident investigation and reporting to identify roles, responsibilities, and applicable techniques.

#### **Corrective Action & Training**

Accidents are unfortunate events. However, with proper accident investigation they can be seen as learning experiences. Therefore, the recommended actions developed by the Safety Director will be used to prevent the recurrence of a similar accident. Recommendations may include but are not limited to the development of or change in company policies, development of engineering or administrative controls, change in operating procedure and/or additional training

The company Safety Director will present the final accident investigation report and introduce any new changes at the next staff meeting. In addition, a "Safety Flash" will be developed as a communication/lessons learned tool, and shall be distributed to all employees to learn more about the incident.

#### **Recordkeeping**

It shall be the duty of the Safety Director to keep all permanent accident records and final investigation reports. Accordingly, he or she will also update all required record keeping forms (OSHA 300, First Report, etc.).

The Safety Director shall also provide semi-annual and annual reports to company leadership of accident statistics and trends. These reports will be used to evaluate safety performance and to focus on eliminating recurring trends to prevent future accidents.

Review file, held by the Safety Director, to prompt periodic monitoring of the employees condition. Copies shall be provided to the employee and his/her Supervisor.

**Return to Duty**

When conditions have changed, such that the Employee no longer has limitations, the treating physician shall initiate a *Return To Duty Assignment Sheet*. The original form shall be filed in the employee's Medical Record and copies provided to the employee and his/her Supervisor.

**Non-Compliance**

Failure to comply with a modified duty assignment, a return to duty assignment or any other section of this policy and/or the Return to Work Program, will lead to immediate disciplinary action, up to and including termination.

**Random Testing:** Ten percent (10%) of the company's employees are randomly selected monthly for drug screening. The employee has 48-hours from the time of notification to complete the test. If the employee fails to complete the test within this time period, the result may be considered "positive".

**Reasonable Suspicion Testing:** Required testing when an employee appears to be under the influence by observation, appearance, odor, slurred speech, etc.

**Post Accident Testing:** Required testing when an employee has been associated with an accident to their self and/or fellow co-workers. Testing for post accident must take place immediately after the accident but not more than 24-hours.

## **Results**

- All test results other than "negative" including but not limited to; non-human urine or adulterated specimens shall be considered "positive". Therefore policies based on such "positive" results will be followed. All results that are "negative" but diluted – will be cause for re-testing.
- The failure or refusal to complete the necessary paperwork to submit to a drug or alcohol test will be grounds for immediate termination for cause.
- In the case of a "positive" result, a Medical Review Officer (MRO) will contact the subject to verify prescriptions. Upon review, the MRO will report the final result to the Corporate Safety Director.
- A violation of the **TSEC** Substance Abuse Policy may result in disciplinary action, up to and including discharge, at the company's sole discretion; and may include the loss of Worker's Compensation Medical and Indemnity Benefits.
- All test results, assistance requests and treatment records will be maintained in a file separate from the employee's personnel file and will be held with as much confidentiality as possible. Results will only be disclosed to those having a legitimate need to know such information.

## **Subcontractors**

- The use, sale or distribution of illegal drugs or alcohol on **TSEC** jobsites is strictly forbidden. Violators will be immediately removed from the project.
- If **TSEC** has reason to suspect a subcontractor employee is impaired by the use of drugs or alcohol, the worker will be immediately removed from the project.

- A record of three or more preventable vehicle accidents or property damage or loss incidents in the previous 12-months or a total of five or more during the previous three years.
- Any physical or mental condition which may interfere with the safe operation of the motor vehicle.

### **Fleet Driver Responsibility**

Each operator of a company vehicle is responsible for the following:

- Operation of company vehicles in compliance with company, local, State and Federal regulations.
- Reporting of all unsafe vehicle conditions immediately to his/her supervisor.
- Prompt and accurate preparation and submission of all required vehicle reports to his/her supervisor, including but not limited to Pre-trip and Post-trip inspections reports.
- Proper routine maintenance including (gas, oil, transmission fluid, tire pressure etc.).
- Participation in fleet safety training programs and successful completion of corrective driving program(s) if required.

### **Fleet Safety Regulations**

- No employee may operate a company vehicle without a valid state operator's license for the particular class of vehicle.
- No driver shall operate a Fleet vehicle at any time without wearing a seat belt and requiring every passenger to wear a seat belt.
- No employee shall operate a Fleet vehicle in violation of company, local, State or Federal regulation. (Employees are responsible for paying all parking and traffic violation fines and associated costs incurred while operating or in charge of a Company vehicle.)
- No employee may operate a Fleet vehicle while under the influence of alcohol or illicit drugs.
- No driver shall allow any other person to operate an assigned Fleet vehicle without his/her supervisor's approval.
- No employee shall use or permit use of an assigned vehicle in any unauthorized manner.
- No driver may operate a Fleet vehicle with identified unsafe conditions. All unsafe conditions must be immediately reported to his/her supervisor.
- Each driver must report every accident and property damage incident involving the Fleet vehicle to his/her supervisor within one workday. Immediate notice is required in all cases involving bodily injury regardless of how slight.
- No employee shall falsify, withhold or suppress any Fleet related reports or information.
- Each driver must remove the ignition key and lock all doors on his/her assigned Fleet vehicle whenever it is left unattended and unsupervised.
- No employee shall refuel a Fleet vehicle with the engine running, or smoke near any vehicle that is being refueled or serviced.
- No driver shall prematurely leave the scene of an accident involving the driver or vehicle being operated, except temporarily to summon police or medical assistance.
- No driver shall cause physical damage to a Fleet vehicle, or allow physical damage or loss to occur by his/her failure to act.
- Before entering the vehicle the driver shall check all four sides to be sure that the way is clear.



vehicular property damage and liability insurance. Liability insurance minimum limit required is \$100,000.00 per person, \$300,000.00 per accident, \$100,000.00 property damage. A current certificate of insurance or a copy of the insurance policy must be provided to **TCES** with the first use and at each policy renewal date.

*Note: No employee shall use his/her personal vehicle for company business without proper approval and insurance coverage. If insurance is cancelled or allowed to lapse, the employee shall immediately notify TSEC, and no further business use of his/her vehicle will be allowed until insurance is reinstated and permission to resume business use of vehicle is granted by TSEC.*

## HYDROGEN SULFIDE (H<sub>2</sub>S)

### Policy

Hydrogen sulfide (H<sub>2</sub>S) is ever present in all refineries and manufacturing/processing facilities. In addition it is generated in many industrial processes as a by-product and also during the decomposition of organic matter containing sulfur. Hydrogen sulfide can also be found in confined spaces, drilling operations, wells, manholes and sewage pipelines and any many other areas of refinery work.

Hydrogen Sulfide exposures are almost exclusively through inhalation. However, other exposures such as ingestion should not be overlooked. Inhalation at certain concentrations can Hydrogen Sulfide to injury of death.

### Characteristics

Hydrogen sulfide is a colorless gas that at low concentrations has the odor of rotten eggs. At high concentrations, it kills your sense of smell.

Hydrogen Sulfide is a highly flammable and extremely toxic gas that can form an explosive mixture with air over a wide area.

When ignition occurs, the combustion produces irritants and toxic gases, including sulfur dioxide (SO<sub>2</sub>). Sulfur dioxide has an irritating effect on the eyes and lungs and can be fatal at concentrations approximately 100ppm.

Hydrogen sulfide is heavier than air, has a tendency to settle in low-laying areas, and is readily dispersed by wind movements or currents.

Hydrogen sulfide attacks most metals, especially in the presence of water, forming sulfides that are usually insoluble precipitates. It is also very corrosive to plastics and tissue.

Hydrogen sulfide dissolves in water forming a weak acid (hydro sulfurous acid).

Hydrogen sulfide will be released when in water when agitated making it a dangerous hidden hazard.

### Health Effects

The following information outlines the symptoms of hydrogen sulfide at specific concentrations:

10ppm (0.001% H<sub>2</sub>S)

- Obvious and unpleasant odor
- Burning eye irritation
- Permissible exposure limit is 8 hours

200ppm (0.02% H<sub>2</sub>S)

- Kills smell quickly
- Stings eyes and throat
- Respiratory irritation
- Death after 1-2 hours of exposure

addition, observe the requirements of the Respiratory Protection Program. In extreme cases a NIOSH certified air purifying respirators may be required.

- If Self-contained breathing apparatus is to be worn, all provisions applicable to the use of respirators apply as well as the as the provisions of the *TSEC* Respiratory Protection Program.
- If at any time the alarm sounds or there is an equipment malfunction. The area is to be evacuated and reevaluated prior to re-entry.
- Gas detection equipment shall be used whenever an entry into an area which may contain hydrogen sulfide vapor.
  - Equipment shall be operated per the manufacturer's instructions.
  - Detection equipment shall be calibrated prior to use and on a schedule per the manufacturer's instructions.
- Continuous monitoring shall be used when hydrogen sulfide has been detected. Protective work clothing and equipment must be worn when the exposure to hydrogen sulfide and hydrogen sulfide compounds is above the PEL. If work clothing is provided, it will be given to you in a clean and dry condition. Protective work clothing and equipment can include coveralls, Tyvek coveralls, gloves, hats, shoes, shoe coverlets, and / or full face respirators. All clothing and equipment will be repaired, replaced, cleaned, laundered, or disposed of as necessary by the company. Contaminated work clothing and equipment must be removed in the designated change room and placed in the provided closed containers to be cleaned or disposed of. At no time may hydrogen sulfide be removed from protective clothing or equipment by any means which disperses hydrogen sulfide into the workplace air.

### **Monitoring**

Fixed hydrogen sulfide detection devices (monitor and indicator) are designed to detect hydrogen sulfide concentrations in air and established TWA (time weighted average) (10 PPM) and STEL (15 PPM).

The alarm should be capable of being perceived above the ambient noise or light levels in the affected area. The alarm should be distinctive and recognizable as a sign to evacuate the area and to start emergency status emergency procedures.

### ***Personal Monitors***

Personal monitors are also available in many types. They are also designed with the employee's safety in mind. Familiarize yourself with the equipment available at your current work assignment. Use personal monitors to the manufacturer's recommendations.

### ***Area Monitors***

Area monitors are different in each client's facility/plant/refinery. Familiarize yourself with the area monitor at each work location.

### **Emergency Procedures**

In order to respond effectively in an emergency situation, every individual at the site should know their specific responsibilities. Whether or not an individual has an assigned duty, each individual should know what to do in the event of an emergency.

**Eye Wash & Showers**

Safety showers and eyewash stations must be available in the vicinity of a potential exposure to the material. Familiarize yourself with the location of these facilities before starting the job.

**Training**

All employees will be provided awareness training in this program in order to be familiar with the potential hazards and proper safe work procedures to follow if exposed to this health hazard. The training will be provided prior to working in any job with potential exposure to hydrogen sulfide operations.

The purpose of hydrogen sulfide training is to familiarize employees with the governmental regulations affecting hydrogen sulfide operations. Employees will learn the necessary skills to recognize, detect, and use the proper safety equipment in the event of a hydrogen sulfide incident.

## **Process Safety Management (PSM)**

**Policy**

The purpose of this program is to bring *TSEC* into written compliance with contractor requirements under the Process Safety Management Standard for General Industry (OSHA 29 CFR 1910.119). These guidelines are written for use while our employees are working at an owner facility in an area or unit that is covered by the Process Safety Management Standard. The purpose of the standard is to prevent any catastrophic event or release of chemicals that may result from our work in a covered chemical process at an owner facility.

**Responsibility**

*TSEC* has the responsibility to inquire as to whether an owner facility is covered under the Process Safety Management when bidding work at that facility. Our management team will also share the necessary company safety information/records with the owner facility. This information is used to evaluate our safety performance when issuing work in a covered process area.

Much of this information is discussed between owner and contractor through a permitting system before the work is to begin for that day. A special meeting may also be scheduled with the owner facility operations and contractors to discuss the potential hazards of a specific task in a process unit.

All affected employees will be instructed as to the responsibility of reporting unique hazards to the owner facility operations.

**Prime Contractor Responsibilities**

When working as a prime contractor in a covered PSM unit of an owner facility, we must evaluate our subcontractors before awarding them work on a bid. Our screening process involves analyzing sub-contractor safety performance/statistics and safety program. We must also notify the owner facility of all sub-contractors that we will employ on a project.

**Reporting**

TSEC must report all accident, injuries and near misses per the client's requirements. An investigation of the incident must be completed within 48 hours. Findings and corrective actions from the incident must be maintained for a minimum of 5 years.

**Privacy and Trade Secrets**

*TSEC* and their subcontractors must be respectful of the confidentiality of trade secret information when PSM information is released to them. Information or knowledge shall remain confidential and not be shared.

### **Supervisor Responsibilities**

The responsibilities of Supervisors in the Short Service Employee Program are:

- know which jobs and crews are using Short Service Employees,
- ensure Short Service Employees are appropriately identified per this plan,
- develop and communicate Job Safety Analyses (JSAs) to affected personnel upon initial assignment and when the operation changes,
- ensure Short Service Employee Mentor possesses proper knowledge and skills in the job task assigned,
- ensure Short Service Employee Mentor is adequately training SSE,
- ensure Short Service Employee is gaining the necessary knowledge and skills in the job tasks, and
- follow all safety rules and company policies.

### **Mentor Responsibilities**

The responsibilities of the Mentor in the Short Service Employee Program are to:

- be an experienced and responsible person assigned by the supervisor to work with the new employee,
- be selected based on a history of safe work and policy/procedural knowledge,
- be able to communicate the expectations and characteristics of work tasks and their associated hazards,
- have a patient disposition, as well as the desire and willingness to devote the necessary time to succeed as a mentor,
- possess knowledge and skills in the job tasks assigned to the SSE,
- be willing and able to effectively listen to the SSE to determine if the SSE is learning and retaining the knowledge being shared,
- be willing to watch a SSE perform a job without interfering as long as the SSE is not in a position to harm themselves, others, the environment or the equipment,
- adopt a positive safety attitude, avoid criticism, and strive to build confidence and self-esteem in the SSE,
- be able to teach the SSE the proper way to create a quality JSA and to follow that JSA in performing tasks,
- keep abreast of new equipment in their field of expertise,
- refrain from taking shortcuts and doing anything else that jeopardizes health or safety,
- demonstrate a positive work ethic at all times, and
- introduce the **SSE Checklist** (Appendix B) to the new employee. The checklist is a tool to train the new employee and monitor progress,
- review the checklist with the new employee periodically over a six-month period, and forward the information for supervisor and management review, and
- follow all company policies and procedures.
- be assigned to only one crew and be with the SSE during any substantial work assignment.

### **Short Service Employee Responsibilities**

The responsibilities of the Short Service Employee are to:

- be willing to watch and listen to the Mentor,
- establish a positive safety attitude toward assigned job tasks,
- learn how to create and follow JSAs,
- be willing to learn how to do each task in a safe and environmentally sound manner,
- stop and report unsafe conditions immediately,
- participate in safety meetings, and
- follow all safety rules and company policies.

### **HSE Coordinator Responsibilities**

The responsibilities of the HSE Coordinator in the Short Service Employee Program are to:

The Supervisor removes the decals and other identifiers upon expiration of the SSE term, and after verifying that the SSE exhibits a knowledge and skill level to perform the job tasks assigned.

**Documentation**

The HR Specialist completes the SSE Notification form for new employees (Appendix A) and forwards to the Supervisor.

Upon completion of training, supervisor signs off and forwards notification form to HR.

All records for the SSE Orientation and Training should be maintained at the employee's location by the Supervisor.

**SSE Quality Assessment and Control**

- Management should review the effectiveness and quality of the Short Service Employee Program at least annually.
- SSE Orientation and Training documentation should be audited for accuracy, timeliness and completeness.
- Onsite inspections should be conducted to ensure that supervisors, mentors and Short Service Employees are adhering to the SSE Program.
- The number of incidents involving new employees should be measured, compared to the general workforce and evaluated for trends or performance variations.
- Management should ensure that all program deficiencies are promptly corrected and documented.

## APPENDIX B

### SHORT SERVICE EMPLOYEE CHECK LIST

Mentor's Initials as Completed	SSE Initials as Completed	Short Service Employee sets clear expectations and consequences for safe behaviors.
		Does not take unnecessary risks.
		Asks for help when needed.
		Does not try to lift or handle too heavy of a load. Gets mechanical help when needed.
		Raises awareness of possible hazards.
		Intervenes with unsafe behaviors.
		Understands his/her "stop work" authority and responsibility
		<b>Short Service Employee demonstrates ability to do job required:</b>
		Works in a craftsman-like manner.
		Has clear understanding of job to be done.
		<b>The new employee can use tools safely by:</b>
		Communicating
		Demonstrating
		Observing
		<b>New Employee is able to identify the following at the work site:</b>
		Struck by hazards
		Crushed by hazards
		Burns and scalds
		Sharp objects and precautions
		Trip hazards and precautions
		Electrical hazards and precautions
		Fall hazards and precautions
		Hot and / or cold surfaces, piping and equipment
		Chemical hazards and precautions
		Emergency procedures
		Emergency communications
		Respiratory hazards and precautions
		Toxic substance hazards and precautions (ex. Bromide)
		Any additional hazards specific to the job site
		<b>Short Service Employee exhibits compliance to:</b>
		General safety rules and policies
		Safety rules and policies specific to the job being performed
		Housekeeping policies
		PPE requirements
		<b>Short Service Employee shows competency on following equipment:</b>
		a. Equipment Name:
		b. Equipment Name:
		c. Equipment Name:
		Other:

\_\_\_\_\_  
Mentor

\_\_\_\_\_  
New Employee

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
New Hire Date

Review Dates: 30 day review \_\_\_\_\_ 60 day review \_\_\_\_\_ 90 day review \_\_\_\_\_  
 120 day review \_\_\_\_\_ 150 day review \_\_\_\_\_ 180 day review \_\_\_\_\_



## **Fatigue Management Plan**

TSE is committed to ensuring employees do not compromise safety performance by undertaking work while impaired by fatigue or stress. The following Fatigue & Stress Policy applies to TSE employees and subcontractors.

### 1. **HOURS OF WORK**

- No person shall work longer than **15** hours including travel (home to home).

### 2. **REST BREAKS**

- No work period shall exceed **4.5** hours.
- All worker to have a minimum **30** minutes break after the each 4.5 hour work period.
- In extreme conditions (agreed and recorded at tailgate meetings) high energy use tasks will have an additional **15** minute break between work periods.
- During break periods sitting areas shall be provided for workers to relax and recuperate to reduce fatigue and increase mental awareness.

### 3. **TRAINING**

- Initial and annual training will be required for all employees with focus placed on how to recognize and control fatigue through work and personal habits and to report all cases of fatigue immediately.

### 4. **SUPPLIES**

- Foreman shall ensure all staff has sufficient water. Extra drinks available in summer, etc.
- Foreman to ensure workers in training have decent breakfast and lunch.

### 5. **Crew Van Driver & Co-Driver**

- If the drive home exceeds one hour, Crew van driver is encouraged to take sufficient hydration and nutrition prior to departure.
- Front left passenger designated as a co-driver and is responsible for monitoring driver for fatigue and empowered to take over “no questions asked”.

### 6. **Review of Duties**

- In the event of Fatigue and/or Stress being identified as a significant safety issue at a work site, alternative duties will be sought for affected worker(s). This is critical to insure as safe, productive work site.
- All employees are required to report any case of fatigue to supervisors immediately.
- Employees are prohibited to chronically use over-the-counter or perception drugs to increase mental alertness. Employees are prohibited from using any substance known to them to increase fatigue during the work shift.

5c	Are you aware of any sleeping disorders (e.g. obstructive sleep apnoea) or other sleep difficulties your employees or subcontractors may suffer?	
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Everyone will have a different ability to cope with stress and their symptoms of stress fatigue will be different. Workers performing high stress tasks should be monitored regularly for signs of fatigue and stress.

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 182751 / 305415 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No : 423-643-7236					
Items Being Purchased: Electrical Services at Waste Resource Division					
PLEASE NOTE: All items must be bid to be considered for an award. There will be two (2) vendors selected for an award.					
ATTACHMENTS: 1. Specifications & Bid Form (13 pages) 2. Affirmative Action Plan (2 pages) 3. Iran Divestment Act Disclosure (1 page) 4. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Electrical Services for Waste Resource Division.					
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					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON MARCH 26, 2019 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305415) ON OUTSIDE PACKAGING					
**** 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					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					
Any manufacturer;s names, trade names, brand names, or catalog numbers used in the					

# BID SOLICITATION



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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin</p> <p>**** NOTE ****                      PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name <u>Adman Electric</u></p> <p>Address <u>2311 East 28th Street</u>  <u>Chattanooga, TN 37407</u></p> <p>Phone/Toll-Free No. <u>423-595-1362</u></p> <p>Fax No. <u>423-648-4216</u></p> <p>eMail Address <u>JGibson@Admanelectric.com</u></p> <p>Contact Person's Name <u>Joe Gibson</u></p> <p>Estimated Delivery <u>N/A</u></p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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

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

TERMS OF PAYMENT: Net 60

TELEPHONE NUMBER: 423-622-5103

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

COMPANY: Adman Electric

SIGNATURE: [Signature]

NAME AND TITLE: Joe Gibson/CEO

# BID SOLICITATION



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

## BID OPENING DATE AND TIME:

26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

## SEALED BIDS

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

## BUYER:

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Electrical Foreman	12060	Hour	\$65.25	\$786,915.00
2	Electrical Foreman Overtime	28594	Hour	\$93.25	\$2,666,390.00
3	Electrician Apprentice 1st Year	32748	Hour	\$27.00	\$884,196.00
4	Electrician Apprentice 1st Year Overtime	580	Hour	\$36.00	\$20,880.00
5	Electrician Apprentice 2nd Year	6110	Hour	\$27.00	\$164,970.00
6	Electrician Apprentice 2nd Year Overtime	356	Hour	\$36.00	\$12,816.00
7	Electrician Apprentice 3rd Year	22572	Hour	\$35.00	\$790,020.00
8	Electrician Apprentice 3rd Year Overtime	836	Hour	\$47.50	\$39,710.00
9	Electrician Apprentice 4th Year	12414	Hour	\$37.50	\$465,525.00
10	Electrician Apprentice 4th Year Overtime	718	Hour	\$57.50	\$41,285.00

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Chattanooga, TN 37402

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Electrician Apprentice 5th Year	15676	Hour	\$ 35.00	\$548,660.00
12	Electrician Apprentice 5th Year Overtime	946	Hour	\$ 48.00	\$45,408.00
13	Electrician Journeyman	55806	Hour	\$ 62.50	\$3,487,875.00
14	Electrician Journeyman Overtime	1544	Hour	\$ 89.25	\$137,802.00
15	Instrument Technician - ISA Certified	4	Hour	\$ 62.50	\$250.00
16	Instrument Technician - ISA Certified Overtime	4	Hour	\$ 89.25	\$357.00
17	Lineman	62	Hour	\$ 52.00	\$3,224.00
18	Lineman Overtime	22	Hour	\$ 74.00	\$1,628.00
19	Lineman Foreman	10	Hour	\$ 54.00	\$540.00
20	Lineman Foreman Overtime	10	Hour	\$ 77.00	\$770.00

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TERMS OF PAYMENT: Net 60

TELEPHONE NUMBER: 423-622-5103

COMPANY: Adman Electric

SIGNATURE: [Signature]

NAME AND TITLE: Joe Gibson / CEO

# BID SOLICITATION



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

## BID OPENING DATE AND TIME:

26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Unexpected Services; _____ Percent Markup	450010 *Tax Included	Each	10%	\$495,011.00
22	Parts and Materials; _____ Percent Markup by Vendor Over Cost	1298570 *Tax Included	Each	10%	\$1,428,427.00
23	Boom Lift - 60 Feet	220	Hour	\$35.00	\$7,700.00
24	Forklift - 6000 Pound Reach	8	Hour	\$10.00	\$80.00
25	Scissor Lift - 26 Feet	658	Hour	\$20.00	\$13,160.00
26	One Man Lift	38	Hour	\$10.00	\$380.00
27	Snorkel Lift	4	Hour	\$20.00	\$80.00
28	Trencher	60	Hour	\$10.00	\$600.00
29	Truck Auger	378	Hour	\$35.00	\$13,230.00
30	Air Compressor	122	Hour	\$10.00	\$1,220.00

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TELEPHONE NUMBER: 423-622-5103

COMPANY: Adman Electric

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NAME AND TITLE: Joe Gibson/CEO



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City of Chattanooga  
101 East 11th Street, Suite G13  
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## BID OPENING DATE AND TIME:

26-MAR-19 at 2:00 PM

**BID NUMBER:** 305415

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Bucket/Derrick Truck - 45 ft. Boom	2262	Hour	<u>\$20.00</u>	<u>\$45,240.00</u>
32	Bucket/Derrick Truck - 65 ft. Boom	506	Hour	<u>\$20.00</u>	<u>\$10,120.00</u>
33	Boom Concrete Finisher	36	Hour	<u>\$20.00</u>	<u>\$720.00</u>
34	Concrete Saw	520	Hour	<u>\$10.00</u>	<u>\$5,200.00</u>
35	Crane - 60 ft. Boom	4	Hour	<u>\$10.00</u>	<u>\$40.00</u>
36	Concrete Core Drill - up to 6 Inches	562	Hour	<u>\$10.00</u>	<u>\$5,620.00</u>
37	Equipment Not Listed Above; _____ Percent Markup	506862 * Tax Included	Each	<u>10%</u>	<u>\$557,548.00</u>

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TERMS OF PAYMENT: Net 60

TELEPHONE NUMBER 423-622-5103

COMPANY: Adman Electric

SIGNATURE: [Signature]

NAME AND TITLE: Joe Gibson / CEO

**BID FORM  
LABOR RATES**

Electrical Foreman* **	Hour	\$ 65.25
Electrical Foreman Overtime	Hour	\$ 93.25
Electrical Foreman on Sunday	Hour	\$ 121.25
Electrician Apprentice 1 <sup>st</sup> Year*	Hour	\$ 27.00
Electrician Apprentice 1st Year (overtime)	Hour	\$ 36.00
Electrician Apprentice 1 <sup>st</sup> Year on Sunday	Hour	\$ 45.00
Electrician Apprentice 2nd Year*	Hour	\$ 27.00
Electrician Apprentice 2nd Year (overtime)	Hour	\$ 36.00
Electrician Apprentice 2 <sup>nd</sup> Year on Sunday	Hour	\$ 45.00
Electrician Apprentice 3rd Year*	Hour	\$ 35.00
Electrician Apprentice 3rd Year (overtime)	Hour	\$ 47.50
Electrician Apprentice 3 <sup>rd</sup> Year on Sunday	Hour	\$ 60.25
Electrician Apprentice 4th Year*	Hour	\$ 37.50
Electrician Apprentice 4th Year (overtime)	Hour	\$ 57.50
Electrician Apprentice 4 <sup>th</sup> Year on Sunday	Hour	\$ 65.50
Electrician Apprentice 5th Year*	Hour	\$ 35.00
Electrician Apprentice 5th Year (overtime)	Hour	\$ 48.00
Electrician Apprentice 5 <sup>th</sup> Year on Sunday	Hour	\$ 62.00
Electrician Journeyman*	Hour	\$ 62.50
Electrician Journeyman (overtime)	Hour	\$ 89.25
Electrician Journeyman on Sunday	Hour	\$ 116.00
Instrument Technician - ISA Certified* (regular)	Hour	\$ 62.50
Instrument Technician - ISA Certified (overtime)	Hour	\$ 89.25
Instrument Technician - ISA Certified on Sunday	Hour	\$ 116.00
Lineman* (regular)	Hour	\$ 52.00
Lineman (overtime)	Hour	\$ 74.00
Lineman on Sunday	Hour	\$ 96.00
Lineman Foreman* ** (regular)	Hour	\$ 54.00
Lineman Foreman (overtime)	Hour	\$ 77.00
Lineman Foreman on Sunday	Hour	\$ 100.00

\*Attach proof of Titles/Licensee designation

\*Attach all employees' Confined Space Entry Certification, NFPA Certification, OSHA 10

\*Attach all employees' Drug Test Results

\*Keep all documentation for each employee on file for submitting to WRD upon request.

Attach Company Policy on Overtime

**Define Titles/Designations**

- Electrical Foreman \_\_\_\_\_
- Electrician Apprentice 1<sup>st</sup> Year\* \_\_\_\_\_
- Electrician Apprentice 2nd Year\* \_\_\_\_\_
- Electrician Apprentice 3rd Year\* \_\_\_\_\_
- Electrician Apprentice 4th Year\* \_\_\_\_\_
- Electrician Apprentice 5th Year\* \_\_\_\_\_
- Electrician Journeyman \_\_\_\_\_
- Instrument Technician - ISA Certified (regular) \_\_\_\_\_
- Lineman (regular) \_\_\_\_\_
- Lineman Foreman (regular) \_\_\_\_\_

\*\*Foreman's hours must be pre-approved by WRD and shall not include time for quoting job, planning jobs, or attending meetings.

WRD reserves the right to terminate services of any personnel and vendor is required to replace same.

**Parts and Materials Markup**

For items not included under current WRD Electrical Supply Blanket Contract or items authorized by City Representative only.

Unexpected Services Markup	Percent	<u>10%</u>
Parts and Materials Markup by Vendor over Cost	Percent	<u>10%</u>

**SPECIALIZED EQUIPMENT PROVIDED BY VENDOR  
(INCLUDES OPERATOR WITH NO MILEAGE CHARGE)**

<u>Equipment Description</u>	Unit	Rate (or N/A)
Boom Lift—60 feet	Hourly	<u>\$35.00</u>
Forklift—6000 pound reach	Hourly	<u>\$10.00</u>
Scissor Lift—26 feet	Hourly	<u>\$20.00</u>
One Man Lift	Hourly	<u>\$10.00</u>
Snorkel Lift	Daily	<u>\$20.00</u>
Trencher	Hourly	<u>\$10.00</u>
Truck Auger	Hourly	<u>\$35.00</u>
Air Compressor	Hourly	<u>\$10.00</u>
Bucket/Derrick Truck—45 ft. boom	Hourly	<u>\$20.00</u>
Bucket/Derrick Truck—65 ft.	Hourly	<u>\$20.00</u>
boom Concrete Finisher	Hourly	<u>\$20.00</u>
Concrete Saw	Hourly	<u>\$10.00</u>
Crane—60 ft. boom	Hourly	<u>\$10.00</u>
Concrete Core Drill—up to 6 inches	Daily	<u>\$10.00</u>
Equipment not listed above markup	Percent	<u>10%</u>

Please List Additional Specialized Equipment that is not listed above that could be used with Hourly and/or Daily Rates:

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## Affirmative Action Plan

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

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

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

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

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

(SIGNED)



(PRINTED NAME)

Joe Gibson

(BUSINESS NAME)

Adman Electric

(DATE)

3-26-19

For further information, please see website:

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga

Purchasing Division

For Submission with Scaled Bid Solicitation Responses:

Joe Gibson (Vendor Agent name), states that:

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

Adman Electric (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # R182751/305415, and said

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

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

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

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

Submitter Signature:



Printed Name:

Joe Gibson

Title: CEO

Date: 3-26-19

# ADMAN ELECTRIC, INC

## EXECUTIVE SUMMARY OF KEY OFFICERS

- 1. TODD MORELAND, CEO; TMoreland@admanelectric.com**  
Family of Original Adman Founder  
38 Years with Adman Electric  
Electrical Experience Includes All Areas of Electrical Service and Construction  
Including Industrial, Commercial and Institutional
  
- 2. JOE GIBSON, COO; JGibson@admanelectric.com**  
With Adman Electric: 26 years  
Electrical Experience Includes Industrial and Commercial Construction and Service
  
- 3. RICKY ETHERTON, CHIEF FINANCIAL OFFICER (CPA, Inactive);  
REtherton@admanelectric.com**  
With Adman Electric: 12 years  
Financial Experience Overall: 37 years, including 8 years of Public Accounting
  
- 4. CALEB WYNNE, PRESIDENT, CWynne@admanelectric.com**  
With Adman Electric 17 Years  
Experience in Industrial, Healthcare and Commercial
  
- 5. JASON HARGIS, MANAGER, PRECONSTRUCTION SERVICES**  
JHargis@admanelectric.com  
Overall Preconstruction Services: 15 Years  
Skilled In all Areas of Electrical Estimating with Concentration in Industrial  
And Commercial
  
- 6. SCOTT MORTON, MANAGER, CLEVELAND DIVISION**  
SMorton@admanelectric.com  
Overall 22 Years Construction and Preconstruction Experience  
Skilled in all Areas of Electrical Construction and Pre-Construction in  
Industrial and Commercial Construction



***References:***

- ***Wacker Chemical-*** 553 McBryant Rd NW, Charleston, TN 37310  
Contact: Don Zierold  
Phone # 517-264-8500
  
- ***WestRock-*** 1611 Co Rd 85, Stevenson, AL 35772  
Contact: Alex Pack  
Phone # 256-437-3317
  
- ***Ilhoist North America-*** 2024 Crownover Rd, Sherwood, TN 37376  
Contact: John Ruble  
Phone # 817-806-1524

***Work History-*** Adman has been providing Electrical Services for all aspects of the Electrical Industry for over 40 years.

***Work Force-*** Adman employs an average of 300 qualified electricians. We are licensed in Tennessee, Georgia, Alabama, North Carolina and South Carolina with an Unlimited License Classification.

***Additional Information:***

- Attach proof of Titles/Licensee designation- Can be provided upon request per employer.
- Attach all employees' Confined Space Entry Certification, NFPA Certification, OSHA 10- Can be provided upon request per employer.
- Attach all employees' Drug Test Results- Can be provided upon request per employer.

March 26, 2019

LICENSE NO: 15431  
EXPIRES 8/31/2019  
CLASSIFICATION: CE;  
UNLIMITED**Adman Overtime Policy**

- Time and ½ rates would apply on Saturday and any work after an 8 hour day.
- Double time rates would apply on Sunday or Holidays and any work over 12 hours a day.
- If an electrician is callout at night or weekends there time would be bill out at Double time.

Date: March 14, 2019

Requisition No.: 182751

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

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

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on March 26, 2019*

**Requisition / Bid No.: R182751 / 305415  
Ordering Dept.: Waste Resource Division, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

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**Items Being Purchased: Electrical Services for Waste Resource Division**

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

**2:00 P.M., EST on March 26, 2019**

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

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

**The City of Chattanooga Standard Terms and Conditions posted on the website  
are applicable and can be found at:**

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

**Note: ALL BIDS MUST BE SIGNED**

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

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** NABCO Electric Company, Inc.

**Mailing Address:** P. O. Box 9397

**City & Zip Code:** Chattanooga, TN 37412

**Phone/Toll Free No.:** 423-624-0073

**Fax No.:** 423-624-8585

**E-Mail Address:** cjenkins@nabcoelectric.com

**Contact Person:** Curtis Jenkins

**Company Title:** Project Manager

**Signature:** 

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 26-MAR-19 at 2:00 PM  
**BID NUMBER: 305415**

SEALED BIDS

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

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE ****                      PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name <u>NABCO Electric Company, Inc.</u></p> <p>Address <u>P. O. Box 9397</u>  <u>Chattanooga, TN 37412</u></p> <p>Phone/Toll-Free No. <u>423-624-0073</u></p> <p>Fax No. <u>423-624-8585</u></p> <p>eMail Address <u>cjenkins@nabcoelectric.com</u></p> <p>Contact Person's Name <u>Curtis Jenkins</u></p> <p>Estimated Delivery <u>Respond within 2 hours of notification during normal working hours</u></p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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

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

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 423-624-0073

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

COMPANY: NABCO Electric Company, Inc.

SIGNATURE:

NAME AND TITLE: Curtis Jenkins, Project Manager

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

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

**SEALED BIDS**

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 182751 / 305415 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Electrical Services at Waste Resource Division PLEASE NOTE: All items must be bid to be considered for an award. There will be two (2) vendors selected for an award. ATTACHMENTS: 1. Specifications & Bid Form (13 pages) 2. Affirmative Action Plan (2 pages) 3. Iran Divestment Act Disclosure (1 page) 4. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Electrical Services for Waste Resource Division. 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. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON MARCH 26, 2019 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305415) ON OUTSIDE PACKAGING **** 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. NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. Any manufacturer;s names, trade names, brand names, or catalog numbers used in the					

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

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

**SEALED BIDS**

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Electrical Foreman	12060	Hour	\$61.55	\$742,293.00
2	Electrical Foreman Overtime	28594	Hour	\$87.20	\$2,493,396.80
3	Electrician Apprentice 1st Year	32748	Hour	\$28.40	\$930,043.20
4	Electrician Apprentice 1st Year Overtime	580	Hour	\$39.15	\$22,707.00
5	Electrician Apprentice 2nd Year	6110	Hour	\$34.40	\$210,184.00
6	Electrician Apprentice 2nd Year Overtime	356	Hour	\$46.40	\$16,518.40
7	Electrician Apprentice 3rd Year	22572	Hour	\$36.75	\$829,521.00
8	Electrician Apprentice 3rd Year Overtime	836	Hour	\$49.90	\$41,716.40
9	Electrician Apprentice 4th Year	12414	Hour	\$41.45	\$514,560.30
10	Electrician Apprentice 4th Year Overtime	718	Hour	\$56.95	\$40,890.10

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

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

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

COMPANY: NABCO Electric Company, Inc.

TERMS OF PAYMENT: Net 30

SIGNATURE:

TELEPHONE NUMBER: 423-624-0073

NAME AND TITLE: Curtis Jenkins, Project Manager

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

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

**SEALED BIDS**

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Electrician Apprentice 5th Year	15676	Hour	\$45.30	\$710,122.80
12	Electrician Apprentice 5th Year Overtime	946	Hour	\$62.80	\$59,408.80
13	Electrician Journeyman	55806	Hour	\$59.60	\$3,326,037.60
14	Electrician Journeyman Overtime	1544	Hour	\$84.30	\$130,159.20
15	Instrument Technician - ISA Certified	4	Hour	\$61.55	\$246.20
16	Instrument Technician - ISA Certified Overtime	4	Hour	\$87.20	\$348.80
17	Lineman	62	Hour	\$59.60	\$3,695.20
18	Lineman Overtime	22	Hour	\$84.30	\$1,854.60
19	Lineman Foreman	10	Hour	\$61.55	\$615.50
20	Lineman Foreman Overtime	10	Hour	\$87.20	\$872.00

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COMPANY: NABCO Electric Company, Inc.

TERMS OF PAYMENT: Net 30

SIGNATURE: 

TELEPHONE NUMBER: 423-624-0073

NAME AND TITLE: Curtis Jenkins, Project Manager

# BID SOLICITATION



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

<b>BID OPENING DATE AND TIME:</b> 26-MAR-19 at 2:00 PM
<b>BID NUMBER:</b> 305415
<b>BUYER:</b> <b>PHONE #:</b> (423) 643-7230 <b>DELIVERY REQUIRED:</b>

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Unexpected Services; <u>11</u> Percent Markup	450010	Each	<u>11%</u>	\$49,501.10
22	Parts and Materials; _____ Percent Markup by Vendor Over Cost	1298570	Each	<u>11%</u>	\$142,842.70
23	Boom Lift - 60 Feet	220	Hour	<u>\$18.00</u>	\$3,960.00
24	Forklift - 6000 Pound Reach	8	Hour	<u>\$5.00</u>	\$40.00
25	Scissor Lift - 26 Feet	658	Hour	<u>\$5.00</u>	\$3,290.00
26	One Man Lift	38	Hour	<u>\$5.00</u>	\$190.00
27	Snorkel Lift	4	Hour	<u>\$15.00</u>	\$60.00
28	Trencher	60	Hour	<u>\$11.50</u>	\$690.00
29	Truck Auger	378	Hour	<u>\$35.00</u>	\$13,230.00
30	Air Compressor	122	Hour	<u>\$4.00</u>	\$488.00

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

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

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 423-624-0073

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

COMPANY: NABCO Electric Company, Inc.

SIGNATURE:

NAME AND TITLE: Curtis Jenkins, Project Manager



# BID SOLICITATION



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

### BID OPENING DATE AND TIME:

26-MAR-19 at 2:00 PM

**BID NUMBER: 305415**

### BUYER:

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

**DELIVERY REQUIRED:**

### SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Bucket/Derrick Truck - 45 ft. Boom	2262	Hour	\$30.00	\$67,860.00
32	Bucket/Derrick Truck - 65 ft. Boom	506	Hour	\$35.00	\$17,710.00
33	Boom Concrete Finisher	36	Hour	\$12.00	\$432.00
34	Concrete Saw	520	Hour	\$5.00	\$2,600.00
35	Crane - 60 ft. Boom	4	Hour	\$45.00	\$180.00
36	Concrete Core Drill - up to 6 Inches	562	Hour	\$5.00	\$2,810.00
37	Equipment Not Listed Above; <u>11</u> Percent Markup	506862	Each	11%	\$55,754.82

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

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

TERMS OF PAYMENT: Net 30

TELEPHONE NUMBER: 423-624-0073

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

COMPANY: NABCO Electric Company, Inc.

SIGNATURE:

NAME AND TITLE: Curtis Jenkins, Project Manager

**SPECIFICATIONS FOR BLANKET CONTRACT  
TO SUPPLY  
ELECTRICAL SERVICES  
FOR  
WASTE RESOURCES DIVISION (WRD)  
OF THE  
CITY OF CHATTANOOGA, TENNESSEE  
March 2019**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for electrical services and equipment, both routinely scheduled and on an as-needed basis, for WRD.

It is the responsibility of each bidder to visit WRD facilities to determine the nature of the electrical systems for which these services may be required, the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these electrical services.

**1.2 BASIS OF BIDDING**

The Contractor shall submit two (2) copies of bid documents utilizing the attached WRD's Bid Form. The Bid shall include the labor cost per hour for the various electrical classifications, the cost per hour for testing services as described herein, and the cost per hour for provision of equipment.

The cost per hour shall include any and all costs for standard tools/incidentals required to complete a job, wages, travel, benefits, indirect costs, overhead, including, but not limited to, meetings, planning, preparing quotes, copying, copy paper, personal protection equipment (PPE), supplies, profit, insurance, and any other related direct or indirect cost. The labor cost per hour shall be for the services of one (1) individual of the stated classification.

The Vendor shall also provide standard hourly rates and overtime rates for the various work described herein and as indicated in Bid Form. Emergency work as described in Section 2.2.1.D of these specifications shall be paid for at the stated overtime rate. Please include your company's policy on overtime.

The bid shall be awarded on the basis of the unit cost per hour of the electrical classifications, as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

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

### 1.3 SUBMITTALS

#### 1.3.1 Bid Bond

Not Required.

#### 1.3.2 Performance Bond

None Required.

#### 1.3.3 References, Qualifications, and Experience

##### A. References

1. The Vendor shall submit a list of at least three (3) customers for whom the Vendor has performed electrical services during the past three (3) years in a similar facility including high voltage services such as those described in Section 2.2 herein.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

##### B. Qualifications and Experience

1. Vendor shall maintain full-time staff having at least five (5) years' experience in overhead high voltage (12,460 or higher volts) substation switching and mechanical operations of multi-feed switching centers.
2. Vendor shall maintain full-time staff having at least five (5) years' experience in municipal utilities, plants and distribution.
3. Vendor's staff shall have at least two (2) available employees that are ISA Certified Control System Technicians.
4. The Vendor shall submit a brief company history of providing services similar to those specified herein.
5. The Vendor shall provide a description of its work force including number of skilled personnel, licenses and certifications, and their length of service with the company.

- C. The Vendor shall provide a description of any previous specialized electrical services provided for commercial, manufacturing or industrial clients and any similar electrical services provided for municipal utilities, plants, and distribution systems.

### 1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

**1.5 LENGTH OF CONTRACT**

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

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

**1.6 INSURANCE**

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

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

**1.7 WARRANTY**

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

## 2.0 SERVICES AND OTHER REQUIREMENTS

### A. Detailed Job Estimates

The Vendor shall provide a detailed job estimate for each job requested and must receive a Release Number prior to beginning any work. WRD may require its Estimate Form or equivalent to be used. The estimate should include the number and type of workers to be used, the estimated time required to complete the job from start to finish and any equipment required to perform the work including operator and rental of special equipment not included in Bid Form. Preparing estimates shall not be billed separately, but accounted for as overhead. All work shall have before and after pictures submitted in a digital format to the City Of Chattanooga electrical supervisor.

### B. Parts/Electrical Supplies to be Used

Vendor shall provide a list of all parts/electrical supplies to be purchased to complete any job as requested by WRD. WRD representative may purchase the parts/electrical supplies from the existing WRD electrical supply blanket contract and shall be referenced to an approved job identification number. Items which are not available on the City of Chattanooga electrical supplies blanket contract may be purchased under this contract under Bid Form. A copy of Vendor's Supplier's Invoice for those purchases must be included with Vendor's Invoice to WRD. All work over \$5,000 shall have a quote submitted and approved before work can proceed. The quote shall include a takeoff for all parts needed to complete the job.

### C. Storage

The vendor shall provide their own storage facilities for storing of materials and equipment. The location and nature of the storage facility shall be approved by City Representative before any facilities are brought on-site. Storage area shall remain clean and have a neat appearance at all times.

### D. Timesheets

Vendor shall provide with each invoice employee Timesheets showing time worked on the job. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime. Timesheets shall include all work performed, indicating the electrical trade, hours of work, use of specialized equipment, and/or use of approved subcontractors. Previous days' time sheets shall be signed by the City supervisor at the morning safety briefing. Vendor employees to clock in and out on WRD provided TimeClock and report to Electric Shop. Work Order Numbers to be specified. TimeClock information is for WRD use only. Punching the Timeclock does not waive the requirement for employee Timesheets being attached to invoices. TimeClock reports will not be used to pay invoice. Unless approved by the City breaktimes shall be 9:15-9:30 and 2:00-2:15. Lunch shall be 11:30-12:00.

E. Hourly Rates

Hourly rates shall include employee's hourly rate of compensation under each classification. Any costs for transportation or mileage should be included in your hourly rates.

F. Electrical Foreman

Vendor will be contacted when use of electrical foreman is required. Specific work orders will be provided. Hours worked by electrical foreman must be preapproved. Foreman shall clock in and out on WRD provided time clock.

G. Tools & Supplies

Vendor's employees must arrive on job site with all vendor supplied tools, Personal Protective Equipment, and consumables, including, but not limited to, HazMat suits, tape, wire nuts, wire ties, and gloves.

H. Weekly Maintenance Meeting

Vendor shall send a representative to the Maintenance Meeting held each Friday in O&C Conference Room. All vendor employees working onsite shall attend the morning safety briefing.

I. AVL

At WRD discretion, AVLs may be installed on Vendor's vehicles which are routinely used to perform work under this blanket contract. WRD will pay for all costs involved. If an AVL system is currently being utilized by Vendor, live access could be provided to WRD, in lieu of WRD AVL installation.

## 2.1 GENERAL

### 2.1.1 Subcontractors

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

### 2.1.2 Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the NEC, NFPA 70E, USEPA, TOOT, OHSA, NETA and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

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

Electrical Foreman and Electrician Journeyman must have City of Chattanooga Electrician Journeyman license, and be certified.

### 2.1.3 Inspection

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

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

In the event the Vendor:

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

WRD shall have the right to terminate immediately the Contract for any reason after giving a ninety (90) day written notice to the Vendor for the above, but not limited to the reasons listed above.

## 2.2 DESCRIPTION OF CONTRACTED SERVICES

### 2.2.1 General

- A. Attach Vendor's Written Safety Plan and include contact information.
- B. The Vendor shall provide specialized electrical services for the repair, upgrade, replacement, improvement, and/or maintenance of the electrical equipment at all WRD facilities. The Vendor shall provide all standard tools/incidentals required to complete a job, labor, travel, mileage, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- B. The Vendor shall provide the services as scheduled by the City or on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's personnel and equipment when it is needed.
- C. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction. Vendor shall agree to a twenty-four (12) hour response time to respond to routine calls.
- D. Vendor shall perform emergency work when requested by the City. Response to the need for emergency work shall be within two (2) hours of notification. Vendor shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made.
- E. The Vendor shall provide trained electrical service personnel to perform various tasks requested by the City in accordance with the agreed hourly rates (reference Appendix A). Hourly rate shall include all typical tools and equipment used by electrical service personnel. Specialized equipment shall be as listed in Appendix B and shall have separate hourly or daily rates. Any other equipment NOT listed in Appendix B, shall be included in the detailed written estimate for each job and shall include operator and rental fees.
- F. The Vendor shall review the various projects and assignments with City personnel, to determine labor, materials, and equipment needed, and to provide any other planning, sketches, drawings, product research, or other requirements of the work.
- G. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal must be approved by WRD, disposition must be determined by WRD, whether retained, stored, or removed, all equipment is properly stored, and the work area is completely cleaned.



### 2.2.2 Examples of Services Required

Electrical services to be supplied under this contract shall include, but not be limited to the following:

- A. Testing, repair, and service to 47KV dual feed switching centers/power distribution systems by a NETA certified testing agency.
- B. Minor electrical services and equipment, both routinely scheduled and on an as-needed basis, for projects pertaining to 480 volts or less either Single or 3 Phase.
- C. Inspection and repairs to overhead electrical equipment, including lines, poles, lightening arrestors, risers, guy wires, ground rods, etc.
- D. Annual cleaning and inspection of all switching centers by NETA certified personnel.
- E. Annual cleaning, inspection, and oil analysis of all transformers to include a report of findings within one week.
- F. Inspection, testing, and repairs to distribution transformers to include a report of findings supplied within one week.
- G. Medium voltage testing and servicing.
- H. Assistance with set up of generators of up to 2.0 megawatts for backup power needs.
- I. Inspection, troubleshooting, and repair to electrical and electromechanical systems on various voltages from 13kV AC to 5v DC.
- J. Design, installation, and start-up testing of new electrical control panels, including new installations, retro-fit applications and applications including automatic transfer controls for backup power.
- J. Supplement plant electrical system personnel as needed.
- K. Update electrical prints in an Autocad system to reflect changes
- L. Update the City of Chattanooga Arc Flash study as changes are made

### 2.2.3 City Supplied Services

The City will provide the following services:

1. Designate a City representative to coordinate each assignment and/or project with Vendor's personnel.
2. Provide access to City facilities for execution of the work.
3. Parts/Electrical Supplies needed to complete each job may at the City's option, be purchased by a City representative from the electrical supplies blanket contract with the City of Chattanooga.
4. WRD will provide the Time Clock.
5. Automatic Vehicle Locator ("AVL") - City reserves the right to install AVL's on vendors' vehicles, or, in the alternative, may require live access to Vendor's AVL system.

**3.0 EXECUTION**

**3.1 CONTRACT STARTING DATE**

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

**4. PAYMENT OF SERVICES**

- 4.1. The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
- 4.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 4.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 4.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The units of measure used on invoice should match units of measure bid. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- 4.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only.
- 4.7. Markup will be calculated as the following example:

If the part costs vendor \$100.00,  
and the Markup on contract is 10%,  
City will reimburse Vendor \$110.00.

- 4.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

- 4.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 4.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- 4.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.
- 4.12. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

Moccasin Bend Wastewater Treatment Plant  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
[MBacctspayable@chattanooga.gov](mailto:MBacctspayable@chattanooga.gov)

**BID FORM  
LABOR RATES**

Electrical Foreman* **	Hour	\$ 61.55
Electrical Foreman Overtime	Hour	\$ 87.20
Electrical Foreman on Sunday	Hour	\$112.80
Electrician Apprentice 1 <sup>st</sup> Year*	Hour	\$ 28.40
Electrician Apprentice 1st Year (overtime)	Hour	\$ 39.15
Electrician Apprentice 1 <sup>st</sup> Year on Sunday	Hour	\$ 49.85
Electrician Apprentice 2nd Year*	Hour	\$ 34.40
Electrician Apprentice 2nd Year (overtime)	Hour	\$ 46.40
Electrician Apprentice 2 <sup>nd</sup> Year on Sunday	Hour	\$ 58.33
Electrician Apprentice 3rd Year*	Hour	\$ 36.75
Electrician Apprentice 3rd Year (overtime)	Hour	\$ 49.90
Electrician Apprentice 3 <sup>rd</sup> Year on Sunday	Hour	\$ 63.05
Electrician Apprentice 4th Year*	Hour	\$ 41.45
Electrician Apprentice 4th Year (overtime)	Hour	\$ 56.95
Electrician Apprentice 4 <sup>th</sup> Year on Sunday	Hour	\$ 72.40
Electrician Apprentice 5th Year*	Hour	\$ 45.30
Electrician Apprentice 5th Year (overtime)	Hour	\$ 62.80
Electrician Apprentice 5 <sup>th</sup> Year on Sunday	Hour	\$ 80.25
Electrician Journeyman*	Hour	\$ 59.60
Electrician Journeyman (overtime)	Hour	\$ 84.30
Electrician Journeyman on Sunday	Hour	\$108.95
Instrument Technician - ISA Certified* (regular)	Hour	\$ 61.55
Instrument Technician - ISA Certified (overtime)	Hour	\$ 87.20
Instrument Technician – ISA Certified on Sunday	Hour	\$112.80
Lineman* (regular)	Hour	\$ 59.60
Lineman (overtime)	Hour	\$ 84.30
Lineman on Sunday	Hour	\$108.95
Lineman Foreman* ** (regular)	Hour	\$ 61.55
Lineman Foreman (overtime)	Hour	\$ 87.20
Lineman Foreman on Sunday	Hour	\$112.80

\*Attach proof of Titles/Licensee designation

\*Attach all employees' Confined Space Entry Certification, NFPA Certification, OSHA 10

\*Attach all employees' Drug Test Results

\*Keep all documentation for each employee on file for submitting to WRD upon request.

Attach Company Policy on Overtime

**Define Titles/Designations**      **\*\*All classifications are union-mandated and assigned through IBEW Local #175 for all**

Electrical Foreman \_\_\_\_\_ **designations. Electrical licensing is through the City of Chattanooga for journeyman**

Electrician Apprentice 1<sup>st</sup> Year\* \_\_\_\_\_ **foreman and many apprentices.\*\***

Electrician Apprentice 2nd Year\* \_\_\_\_\_

Electrician Apprentice 3rd Year\* \_\_\_\_\_

Electrician Apprentice 4th Year\* \_\_\_\_\_

Electrician Apprentice 5th Year\* \_\_\_\_\_

Electrician Journeyman \_\_\_\_\_

Instrument Technician - ISA Certified (regular) \_\_\_\_\_

Lineman (regular) \_\_\_\_\_

Lineman Foreman (regular) \_\_\_\_\_

\*\*Foreman's hours must be pre-approved by WRD and shall not include time for quoting job, planning jobs, or attending meetings.

WRD reserves the right to terminate services of any personnel and vendor is required to replace same.

**Parts and Materials Markup**

For items not included under current WRD Electrical Supply Blanket Contract or items authorized by City Representative only.

Unexpected Services Markup	Percent	<u>11%</u>
Parts and Materials Markup by Vendor over Cost	Percent	<u>11%</u>

**SPECIALIZED EQUIPMENT PROVIDED BY VENDOR  
(INCLUDES OPERATOR WITH NO MILEAGE CHARGE)**

<u>Equipment Description</u>	<u>Unit</u>	<u>Rate (or N/A)</u>
Boom Lift—60 feet	Hourly	\$18.00
Forklift—6000 pound reach	Hourly	\$ 5.00
Scissor Lift—26 feet	Hourly	\$ 5.00
One Man Lift	Hourly	\$ 5.00
Snorkel Lift	Daily	\$120.00
Trencher	Hourly	\$ 11.50
Truck Auger	Hourly	\$ 35.00
Air Compressor	Hourly	\$ 4.00
Bucket/Derrick Truck—45ft. boom	Hourly	\$30.00
Bucket/Derrick Truck—65ft.	Hourly	\$35.00
boom Concrete Finisher	Hourly	\$12.00
Concrete Saw	Hourly	\$ 5.00
Crane—60ft. boom	Hourly	\$45.00
Concrete Core Drill—up to 6 inches	Daily	\$40.00
Equipment not listed above markup	Percent	11%

Please List Additional Specialized Equipment that is not listed above that could be used with Hourly and/or Daily Rates:

OTDR Multimode Fiber Tester

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OTDR Single Mode Fiber Tester

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Lift Gate Truck

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STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



NABCO ELECTRIC CO., INC.

349771

ID NUMBER: 13296  
LIC STATUS: ACTIVE  
EXPIRATION DATE: November 30, 2020

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

NABCO ELECTRIC CO., INC.  
2800 2ND AVE.  
CHATTANOOGA, TN 37407-1001

# State of Tennessee

349771 11302584

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

NABCO ELECTRIC CO., INC.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 13296  
LIC STATUS: ACTIVE  
EXPIRATION DATE: November 30, 2020  
UNLIMITED; BC; CE



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



## **OVERTIME AND DOUBLE-TIME**

The first four hours immediately after the scheduled quitting time of an 8-hour workday, Monday through Friday, shall be at time and one-half the regular rate. The first 2 hours immediately after the scheduled quitting time of a 10-hour day Monday through Thursday should be considered overtime. The first 12 hours on Friday (after a 4-10 workweek) shall be time and one half and the first 12 hours on Saturday is also considered overtime. All work performed other than the hours listed above and all work performed on Sunday and holidays (or days celebrated as such) will be considered double-time.

**Submitted with City of Chattanooga Requisition No. 182751/305415 on March 26, 2019**



Company Name \_\_\_\_\_  
TO BE CALLED ON PERSON \_\_\_\_\_

**BOARD OF ELECTRICAL EXAMINERS, CITY OF CHATTAHOOGA  
JOURNEYMAN ELECTRICIAN CERTIFICATE OF COMPETENCY**

This is to certify that CURTIS E JENKINS

has qualified under Chapter 15, Article II, Division 3 of the Chattahoochee City Code and his or her license is valid to practice as a JOURNEYMAN ELECTRICIAN.

*Raymond Smith*

Chairman, Board of Electrical Examiners

*Keith Owensley*

Secretary, Board of Electrical Examiners

This Certificate expires 06/30/2020, or when revoked by Board of Examiners

No.

LED-00194

State No.

Company Name

(TO BE CARRIED ON PERSON)

BOARD OF ELECTRICAL EXAMINERS, CITY OF CHATTANOOGA  
JOURNEYMAN ELECTRICIAN CERTIFICATE OF COMPETENCY

This is to certify that

WILLIAM ABERCROMBIE

has qualified under Chapter 14, Article II, Division 3 of the Chattanooga City Code and his or her license is valid to practice as a JOURNEYMAN ELECTRICIAN.

*Kenny Smith*

Chairman, Board of Electrical Examiners

*Keith O'Connell*

Secretary, Board of Electrical Examiners

This Certificate expires 06/30/2020, or when revoked by Board of Examiners

## Description of Workforce

NABCO Electric currently has a workforce of 54 journeyman electricians and foremen with another 50 apprentices and trainees. Of the 54, 29 have been continuously employed for 11 years or more, more particularly broken down as 15 with 11-20 years of service, 12 with 20-30 years and 2 who have been employed for 35 and 39 years respectively. Of our office staff, 10 have been here for over 10 years of continuous employment.

Our bargaining force must complete a 5 year JATC apprenticeship training through the local chapter and are members of IBEW Local 175 once they have been inducted. Apprentices can take the City of Chattanooga electrical license test while they are still enrolled in the program, and each journeyman and/or foreman maintains a City of Chattanooga electrical license as well as other routine and continuous education training pertinent to maintaining up-to-date advancements in electrical industry.

Some of our men have certifications in BICSI fiber and instrumentation as well as copper, IMSA Technicians Level II and Level III as well as Work Zone Safety and all workers are trained in the OSHA mandated topics on an annual basis.

Submitted with City of Chattanooga Bid # 305415  
Electrical Services (City Wide)

## References

Parkridge Medical Center  
2333 McCallie Avenue  
Chattanooga, TN 37404  
Clem Busch, 423-495-1836

McKee Foods  
10260 McKee Road  
Collegedale, TN 37315  
Mike Summers, 423-238-7111

Tennessee Department of Transportation  
Region 2 TMC  
Dept. 4042392000  
7500 Volkswagen Drive  
Chattanooga, TN 37416  
Keith Pruitt, 423-510-1168

City of Chattanooga  
Traffic Engineering Division  
1250 Market Street  
Suite 3030  
Chattanooga, TN 37402  
Tommy Trotter, 423-643-5950

City of Chattanooga  
Public Works  
Waste Resources Division  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
Steve Porter

Mars Chocolate NA  
3500 Peerless Road, NW  
Cleveland, TN 373121  
423-479-8611

## Qualifications and Experience

For over thirty years, Nabco Electric Company has offered proven technical and specialized engineering solutions for complex industrial electrical challenges. Experience electricians using state-of-the-art equipment and heavy-duty support vehicles provide Nabco's clients with high-quality support. Knowledgeable in high-voltage situations, Nabco provides power system analysis and studies that include installation, checkout, testing and fault analysis. Services also include general maintenance and emergency troubleshooting.

### Industrial Electrical Services:

- On-site troubleshooting for electrical breakdown/failure of equipment
- Switchgear maintenance and testing/ Independent Testing Origination (ITO)
- Power delivery equipment installation checkout
- Industrial power system analysis and studies
- Electrical protective device setting and testing
- Software development

### Electrical Maintenance and Troubleshooting:

- Plant maintenance and support labor
- Water and waste electrical and control work
- Generator installation and service
- Wastewater power and controls
- Distribution panels and power supplies
- Factory lighting and equipment installation
- Control panel design / build
- Instrumentation and control work
- Parking lot lighting service and installation

### Clients:

Alstom/GE

Eaton Corporation

Gentry Steel

Invista

Ken Garner Manufacturing

Master Foods USA / M&M Mars

Miller Industries

Newly Weds Foods

Tennessee Valley Authority

Linde Gas

DuPont

Parkridge Medical Center

City of Cleveland, TN (traffic signal maintenance)

Kordsa

McKee Foods

Moccasin Bend Wastewater Treatment Plant

Tennessee Department of Transportation

USAF Arnold Engineering Development Center

## Affirmative Action Plan

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

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

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

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



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

Project Manager, NABCO Electric Company, Inc.


\_\_\_\_\_  
(Title and Name of Construction Company)

3/26/19

\_\_\_\_\_  
(Date)

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

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

(SIGNED)  \_\_\_\_\_  
(PRINTED NAME) Curtis Jenkins  
(BUSINESS NAME) NABCO Electric Company, Inc.  
(DATE) 3/26/19

For further information, please see website:

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



**No Contact/No Advocacy**  
**Notice Receipt**  
City of Chattanooga  
Purchasing Division

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

Curtis Jenkins (Vendor Agent name), states that:

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

NABCO Electric Company, Inc. (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # 305415, and said

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

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

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

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

Submitter Signature:

  
\_\_\_\_\_

Printed Name:

Curtis Jenkins

Title: Project Manager

Date: 3/26/19

**Customer**

**Project Title**

**Nabco Electric**

**Project Specific**

**Safety, Health, and Environmental Plan**

***REVIEW Body of Document for Customer and project names***

**Approved by:**

\_\_\_\_\_  
**Project/Site Manager:**

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

\_\_\_\_\_  
**Reviewed by:**

***Customer* Engineering Safety Professional:**

**Date** \_\_\_\_\_

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# PROJECT SPECIFIC SAFETY & HEALTH PLAN

## PURPOSE

To provide a plan for a systematic approach to safety and health strategy prior to the start of a project by assigning specific safety responsibilities, identifying hazardous tasks or operations, outlining training requirements and providing feedback based on quality of performance.

## 1.0 POLICY STATEMENT

- 1.1 **Employees of Nabco Electric:** are considered valuable assets; their safety is of vital concern. Recognizing its need and responsibility for the safety of its employees, the Company considers accident prevention an important and integral part of every operation undertaken.
- 1.2 Safety will be given primary importance in planning and operating all Company activities in order to protect employees against occupational injuries and illnesses.
- 1.3 Each member of Management is responsible for the safety, well being, and safe work conduct of all persons who report to or are assigned to him.
- 1.4 To carry out this policy Nabco Electric will:
  - 1.4.1 Maintain safe and healthful working conditions.
  - 1.4.2 Report incidents, nears misses, and first aids immediately and investigate in accordance with Nabco EHS manual.
  - 1.4.3 Furnish within reason, the best available mechanical safeguards and personal protective equipment (PPE), as applicable.
  - 1.4.4 Maintain an active and aggressive safety program, in which all members of management will participate, to promote safety awareness among its employees.
  - 1.4.5 Provide access to adequate medical and first aid facilities for work caused injuries and illnesses.
  - 1.4.6 Maintain a continuous educational program in safe operating procedures.
  - 1.4.7 Ensure that all employees observe established safety regulations, practice and utilize the safety equipment provided.
  - 1.4.8 Review accident cases to determine causes and develop measures to prevent repetition.
  - 14.9 Join in Client initiated pre-job orientations/initiatives when requested.

## 2.0 RESPONSIBILITY

- 2.1 Although job safety is the responsibility of all employees, a comprehensive safety program requires certain tasks and responsibilities be assigned to specific individuals. The Nabco site supervisor/foreman will be responsible for administration and implementation of the site safety program including training, inspection, documentation, record keeping, and investigation.
- 2.2 The **Nabco Electric** Director of Safety shall support the Site supervisor/foreman. The **Nabco Electric** Director of Safety is located in our corporate office in Chattanooga and will visit the site periodically to provide support and technical advice on regulatory compliance.

### 3.0 SAFETY ORIENTATION

- 3.1 Every new employee and each other person entering the project shall not be permitted access beyond the Project Office or other designated point as determined by **Nabco Electric** without first receiving permission, safety instructions/orientation, and any personal protective equipment deemed reasonably necessary.
- 3.2 The safety orientation of new employees must include verbal and written information advising that the Company has a sincere interest in job safety and accident prevention measures. Each new employee will receive a copy of the **Nabco Electric** Safety Handbook. For the achievement of reasonable success with the Safety Program the employees must be made aware of their own responsibilities within the program.
- 3.3 The orientation of employees shall be performed at the time of hire. Initial orientation shall include, but not be limited to:
- CONFINED SPACE ENTRY, RIGGING, CRANE OPERATIONS, FORKLIFTS, EXCAVATIONS, PERSONAL PROTECTIVE EQUIPMENT, ACCIDENT REPORTING , ALCOHOL AND DRUG POLICY, HOUSEKEEPING, HAZARD COMMUNICATION, FALL PROTECTION, LADDERS, SCAFFOLD USE, TOOL SAFETY, FIRE PROTECTION/FIRE WATCH AND USE OF FIRE EXTINGUISHERS, ASBESTOS AND LEAD AWARENESS.**
- 3.4 **Nabco Electric** Site Supervisor/foreman or their designee shall request a copy of site regulations from Bowen Engineering and TAWC to orient **Nabco Electric** employees to the facilities safety rules and procedures.

### 4.0 SPECIALTY TRAINING

- 4.1 Employees shall receive training in all of the following:
- 4.1.1 Specific safety and health hazards associated with their specific tasks.
  - 4.1.2 Measures that have or will be taken to protect the employees from these hazards.
  - 4.1.3 Relevant parts of the safety and health program.
  - 4.1.4 Employees role and responsibilities in the safety and health program.
- 4.2 Training shall be documented and include the following:
- 4.2.1 Names of attendees.
  - 4.2.2 Name of the instructor.
  - 4.2.3 Date and time of training.
  - 4.2.4 A brief description of the content of the training.
- 4.3 Specialty Training may include but not be limited to:
- Asbestos Abatement Worker
  - Lead Worker
  - Aerial Lift Operator
  - Powder Actuated Tool User
  - Respirator Training
  - Scaffold User Training
  - Forklift Training
  - Rigging Training

## 5.0 GENERAL SAFETY RULES

- 5.1 Employees are required to follow the posted speed limits while on customer site property.
- 5.2 Employees must be seated while in a moving vehicle and **SEAT BELTS** must be worn where provided at all times.
- 5.3 Employees shall ride with their bodies completely within the body walls of the vehicle.
- 5.4 Employees shall not wear loose clothing or have rags or other objects extending from pockets or belts when in the immediate proximity of moving machinery, motors, engines, etc.
- 5.5 Head protection shall be worn at all times when workers are in their work area to prevent the possible danger of head injury from impact of falling or flying objects, from electrical shock or burn. The only exceptions are offices and change shacks.
- 5.6 Eye protection shall be worn at all times to prevent a potential eye or face injury from physical, chemical or radiation agents. Safety glasses must be ANSI-Z87.1 with hard side shields, including prescription eyeglasses. Dark glasses are not permitted indoors or at night.
- 5.7 Hard toed shoes are required.
- 5.8 **Nabco Electric** employees shall use hearing protection when the noise level is 85 dBA for an 8-hour time weighted average and in areas designated by TVA. Double hearing protection or stay times may be required in some areas.
- 5.9 **Nabco Electric** prohibits the unauthorized or illegal possession and use of alcoholic beverages, drugs, or other intoxicants during any job assignment. No person shall be permitted to bring unauthorized or illegal alcoholic beverages, drugs, or other intoxicants onto any location where work is being performed by **Nabco Electric**. **Nabco Electric** reserves the right to notify local police and/or the public law enforcement authorities of any such suspected criminal violation concerning possession and use of alcohol and/or drugs.
- 5.10 Employees must report all accidents and injuries (regardless of severity) in which they are involved to their supervisor immediately.
- 5.11 "Horseplay" will not be tolerated.
- 5.12 The user shall inspect all tools and equipment for damage or defects and to insure their safe and proper operation before using. Defective tools and equipment will be removed from service and tagged defective.
- 5.13 Employees shall wear work gloves appropriate for the work task during all work activities where gloves may prevent an injury to the hands.
- 5.14 Personal firearms are not allowed on customer property where Nabco Electric is performing work.

## 6.0 HOUSEKEEPING

- 6.1 Combustible materials such as oil-soaked and paint covered rags, waste, packing and other rubbish shall not be allowed to accumulate on benches, floors, walking working surfaces, egress paths, or yards, but shall be stored in areas or receptacles designed for them and appropriately identified.

- 6.2 Stairways, aisles, exits, walkways, fire prevention equipment, electrical cabinets and storage areas shall be kept clear of debris and other obstructions. (Including but not limited to extension cords, weld leads, etc.)
- 6.3 Materials and supplies shall be stored in an orderly, stable manner to prevent their falling, rolling or spreading.
- 6.4 Floors and platforms shall be kept free of oil, grease, water, and other slippery materials.
- 6.5 Protruding nails shall be bent over or removed.
- 6.6 Work areas shall be kept clear of debris and obstructions.
- 6.7 Scrap, trash, shavings, sawdust and waste shall not be allowed to accumulate in the work area.
- 6.8 Each employee is responsible for housekeeping in his/her immediate work area as part of accident and fire prevention.
- 6.9 Housekeeping shall be continuous in the employees immediate work area; the basis for a safe work environment.

## **7.0 CONFINED SPACE ENTRY**

- 7.1 Nabco Electric will comply with OSHA requirements when performing confined space work.

## **8.0 CONTROL OF HAZARDOUS ENERGY**

- 8.1 Nabco Electric will comply with OSHA requirements for lock-out/tag-out of hazardous energy.

## **9.0 RESPIRATORY PROTECTION**

- 9.1 Nabco Electric will provide a written respiratory protection plan when employees are required to wear respirators to complete work tasks.

## **10.0 SIGNS AND BARRIERS/BARRICADES**

- 10.1 Nabco Electric will post signs such as, "Hearing Protection Required", "Electrical Testing" or "Open Holes" when necessary to identify hazards.
- 10.2 Nabco Electric will complete a hazard assessment of the work area and install the necessary barriers/barricades to control access to identified hazards.

## **11.0 CONTROL OF ENVIRONMENTAL IMPACTS**

- 11.1 Nabco Electric shall follow the environmental impact minimization commitments defined in the EHS Manual.

## **12.0 WASTE HANDLING**

- 12.1 Only use DOT (Department of Transportation) approved containers for accumulation of hazardous waste. Satellite areas should be located near the process generating the hazardous waste. Label the containers with the appropriate Haz-Com labels.
  - 12.1.1 The following list is the requirements for Satellite areas:
  - 12.1.2 Secondary containment, sufficient to contain 125% of the maximum capacity of all the containers in the satellite area.
  - 12.1.3 Proper Signage:

- a. No Smoking Sign.
  - b. Flammable Material Sign.
- 12.1.4 Containers are protected from the environment.
  - 12.1.5 Drums are grounded.
  - 12.1.6 Satellite area barricaded.
  - 12.1.7 Fire Extinguisher(s) shall be located near the Satellite area.
  - 12.1.8 Labels must be visible and lids on the drums must be wrench tight except when waste is physically being put into the drum.
  - 12.1.9 Inspect all Hazardous Waste Satellite areas daily.
  - 12.1.10 All Hazardous Waste shall be placed in the Satellite area daily or as directed by the TVA Environmental Engineer, Scientist or Coordinator.
  - 12.1.11 When pouring flammable waste into a hazardous waste drum both containers shall be grounded.
  - 12.1.12 Lid or bung of the waste container can be loose only when actively filling the drum.
  - 12.1.13 Contact the TVA Environmental Engineer to request placement of filled container into temporary or permanent storage.

### **13.0 ALARM SYSTEMS/EVACUATION**

- 13.1 Plant alarm system shall be used at the site to notify employees of an emergency. This shall include fire, radiological, evacuation, and/or weather emergencies.
- 13.2 All employees shall be informed of the purpose of the alarm system. Additionally, all employees shall be instructed as to the proper routes of evacuation and the assembly point when an alarm is sounded.

### **14.0 FIRE PREVENTION AND PROTECTION**

- 14.1 Smoking shall be prohibited in all plant areas except in designated smoking areas.
- 14.2 Open Yard Storage.
  - 14.2.1 Combustible materials shall be piled with due regard to the stability of piles and in no case higher than 8 feet.
  - 14.2.2 Driveways between and around combustible storage piles shall be at least 15 feet wide and maintained free from accumulation of rubbish, equipment, or other articles or materials.
  - 14.2.3 The entire storage area site in **Nabco Electric** control shall be kept free from accumulation of unnecessary combustible materials. Weeds and grass shall be kept down and the area shall be regularly cleaned up.
  - 14.2.4 No combustible materials shall be stored outdoors within 10 feet of a building or structure.
  - 14.2.5 Portable fire extinguishing equipment must be provided and maintained.
- 14.3 Flammable liquids shall be used only in small amounts approved, in self-closing safety cans and shall be stored in approved flammable liquid cabinets.
- 14.4 "NO SMOKING" signs shall be posted where appropriate and be strictly enforced.
- 14.5 Aisles, stairways, traffic lanes, or fire exits shall not be blocked.
- 14.6 Access to fire extinguishers and other fire fighting equipment shall not be obstructed.



- 14.7 Water-type extinguishers shall not be used on electrical or flammable liquids fires.
- 14.8 When used, fire extinguishers shall be serviced or replaced.
- 14.9 Employees shall be trained in the use of fire extinguishers when they are required to use them.
- 14.10 Report all fires immediately to the TVA representative on site.

## 15.0 SPILL PREVENTION

- 15.1 All hazardous materials shall be properly maintained and disposed of in accordance with all TAWC, local, state, and federal regulations.
- 15.2 Secondary containment shall be provided for all liquid waste to maintain any possible spillage.
- 15.3 Oil transfers shall be monitored to ensure that all hose connections are in good repair and not leaking.
- 15.4 Pipe cutters and threaders shall be provided with pans or sand boxes as necessary, to maintain housekeeping of chips and oil.
- 15.5 Equipment that uses hydraulic or lube oils shall be maintained in a manner, which prevents leaks.
- 15.6 Any equipment that leaks shall be repaired or removed from service.

## 16.0 SPILL RESPONSE

- 16.1 The **Bowen Engineering** site manager or his designee shall act as the emergency coordinator in the event of a spill of waste material.
- 16.2 TAWC environmental engineer or coordinator shall be notified in the event of a spill of hazardous waste.
- 16.3 A fire extinguisher, and spill response materials shall be kept near the waste accumulation area.
- 16.4 Spill response materials shall consist of:
  - a. Absorbents.
  - b. Containers to place the spilled material.
  - c. Water

## 17.0 MEDICAL EMERGENCIES

- 17.1 If a life threatening injury occurs call 911 immediately.
- 17.2 If an injury is not life threatening the employee is to be transported to the nearest medical services provider listed on the panel of medical providers from the Nabco Electric Worker's Compensation carrier.
- 17.3 For medical emergencies notify the Nabco Safety Director immediately.  
Safety Directory Mel Leatherman office: 423-624-0073 cell: 423-322-1404
- 17.4 The Bowen Engineering project manager shall be notified of all injuries.

## 18.0 EQUIPMENT OPERATIONS

### 21.1 Motor Vehicles

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Customer  
Project Title

- 21.1.1 Where provided, all occupants shall properly fasten their seat belt before vehicles are operated.
- 21.1.2 The driver is responsible for checking to ensure that passengers are safely in the vehicle.
- 21.1.3 It is the driver's responsibility to operate his/her vehicle safely.
- 21.1.4 Operators of vehicles shall have a valid driver's license and comply with applicable motor vehicle laws and highway rules and regulations.
- 21.1.5 Before operating any vehicle, the driver shall make a visual inspection to determine if the vehicle is safe to operate.
- 21.1.6 Any defects noted shall be reported to the immediate supervisor who shall determine if the vehicle is safe to operate.
- 21.1.7 Radio communication equipment and the vehicle ignition key, shall be turned off when the vehicle is being refueled.
- 21.1.8 Personnel shall:
  - a.) Observe traffic conditions before opening vehicle doors.
  - b.) Not carry loose tools and equipment on the floor or seat of truck cabs or passenger cars.
  - c.) Not ride on trailers or other similar equipment being towed.

## **19.0 WORKING AT HEIGHTS**

### **19.1 General Fall Protection**

- 19.1.1 Any time an employee is exposed to a fall hazard greater than 6 feet approved fall protection equipment must be used or the hazard must be eliminated.
- 19.1.2 Refer to **Nabco** "Fall Protection Systems" for additional requirements.

### **19.3 Ladders**

- 19.3.1 Refer to **Nabco EHS manual** for Ladders (Fixed) Ladders (Portable)" requirements.
- 19.3.2 All work requiring ladders, anyone working over 6' shall be tied off accordingly with proper fall protection.

### **19.4 Floor and Wall Openings**

- 19.4.1 Floor openings shall be securely protected through the use of a secured guardrail or cover. If a cover is used, it shall be secured and identified. Also, it shall be sufficient in strength to support employees or material that may pass over the cover.
- 19.4.2 When covers are removed to run piping, conduit, duct work, etc., through floor openings, the covers shall be replaced and re-secured if needed, when the work is completed or when the employees leave the area.
- 19.4.3 Wall openings, from which there is a drop of more than 6 feet and the bottom of the opening is less than 3 feet above the working surface shall be guarded.

### **19.5 Aerial Lifts or Man Lifting Equipment**

- 19.5.1 Aerial lifts shall be operated in accordance with the manufacturer's requirements.
- 19.5.2 Grounding of Aerial lifts will be conducted as set forth in Nabco EHS manual.

- 19.5.3 A body harness with a lanyard shall be worn and attached to the manufacturer supplied fall protection attachment when working from an aerial lift, or when driving or changing locations.
- 19.5.5 Operators of aerial lifts must have received aerial lift training and be qualified for each type lift they must operate.

## **20.0 TOOLS**

### **20.1 Hand Tools, Electric Power Tools, and Ext. Cords.**

- 20.1.1 Will be inspected prior to each use.
- 20.1.1 GFCI cords and receptacles will be used with power tools.

### **20.2 Grinding, Wire, and Buffing Wheels**

- 20.2.1 Tool rests shall be adjusted to within one-eighth inch and upper-protecting guards shall be adjusted to one-quarter inch of wheel on bench and pedestal grinders. No adjustments shall be made while the wheel is in motion.
- 20.2.2 Employees shall use approved face shield, eye protection, and protect their arms with long sleeves secured at the wrist when using wire wheels.
- 20.2.3 Grinding wheels shall not be operated beyond their rated speeds and shall never be left running when in use. Goggles or face shields shall be used when operating grinding wheels.
- 20.2.4 Do not use the side of the wheel unless the wheel is designed for this type of grinding.
- 20.2.5 Guards and handles shall be in place on portable grinders at all times.

## **21.0 HAZARDOUS MATERIALS**

### **21.1 Chemical Handling and Storage**

- 21.1.1 Prior to entering the site, the following shall be provided to TVA for all materials requiring a manufacturer's Material Safety Data Sheet (MSDS) under OSHA:
  - a. Notice of hazardous chemical(s) intended use.
  - b. Notice of length of time the hazardous chemical will be used on site.
  - c. A listing of any waste that will be generated as a result of the use of the hazardous chemical.
  - d. Potential for exposure of personnel working at the site to the hazardous chemical.
  - e. Hazardous Chemical's brand name including generic name and chemical abstract number (CAS Number), container volume or weight, number of containers (maximum), container pressure and temperature, physical state, storage location, estimated annual usage, and MSDS sheet.

## **22.0 ELECTRICAL**

### **22.1 Electrical**

- 22.1.1 Electrical panel boxes shall be marked to identify the circuit and the voltage.
- 22.1.2 Substantial covers; manufactured metal covers, plywood, or equivalent shall be in place on any energized box.

- 22.1.3 Main disconnects shall be properly identified.
- 22.1.4 Temporary lighting shall be strung a minimum of 7 feet from the floor where possible. Bulb guards or shatterproof bulbs shall be used.
- 22.1.5 Temporary electrical wiring and extension cords shall be covered or elevated to protect them from damage.

**22.2 Assured Equipment Grounding Program.**

- 22.2.1 Nabco Electric shall comply with OSHA requirements for Ground Fault Circuit Interrupters (GFCI).
- 22.2.2 GFCIs shall be used with all 120-volt ac portable lights and portable electrical tools in conductive environments.

**22.5 Energized Electrical Equipment.**

When working within the arc flash and shock boundaries of energized electrical equipment, an arc flash and/or electrical shock assessment will performed and documented.

**22.6 De-energized Circuits and Equipment**

- 22.6.1 When circuits and equipment, conductors, cables, bus bars, or related equipment are to be worked on as de-energized, they shall be isolated from all sources of supply, by opening its connects, switches, or jumpers and such equipment made inoperable.

**23.0 WEEKLY SAFETY MEETINGS**

- 23.1 A weekly toolbox safety meeting will be held, preferably on each Monday.

The Project Superintendent and/or Safety Professional will conduct the meeting. Employees will be required to sign an attendance roster. Safety meetings attendance sheets shall remain onsite for the duration of the project. Weekly safety meeting topics shall be relevant to current job conditions. All meetings shall be documented and distributed showing the following information:

- Time and date of the meeting.
- Attendees and name of meeting chairperson.
- Summary of items discussed.
- Corrective actions required, person responsible and completion status.
- 

**24.0 SITE SAFETY INSPECTIONS**

- 24.1 Site Safety inspections shall be conducted of the work site at a minimum daily.

**25.0 SITE ORIENTATION**

- 25.1 Each contractor employee will be required to complete a site safety orientation prior to work assignment on the project.

**26.0 PERSONAL PROTECTIVE EQUIPMENT**

26.1 Employees are required to meet the following minimum clothing standards to assist in minimizing accident exposure.

26.1.1 Shirts with sleeves over the shoulders—no tank tops or sleeveless shirts allowed

26.1.2 Long pants—no shorts or cutoffs allowed.

26.1.3 Hard toed shoes are required that meet Class 75 requirements of ASTM F2413-05.

26.1.4 Nabco Electric will provide the following personal protective equipment:

26.1.5 Hard Hats.

26.1.6 Safety Glasses with side shields.

26.1.6 Full body harness with lanyards.

26.1.8 Work gloves, as needed for the particular task.

26.1.9 Hearing protection.

26.1.10 Respiratory Protection (where needed).

26.1.11 Protective clothing as needed for specific tasks.

## 27.0 Job Safety Analysis (JSA)

27.1 Nabco Electric shall develop JSA's for all tasks and activities associated with the construction and installation

Regards,  
Mel Leatherman - Safety Director



2800 2nd Ave.  
Chattanooga, TN 37407  
423-624-0073 Office  
423-322-1404 Cell





