

TUESDAY, OCTOBER 4, 2016
CITY COUNCIL AGENDA
4:00 PM

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

“Mediation Awareness Week Proclamation”
By Councilwoman Carol Berz

- V. **Ordinances – Final Reading: (None)**
- VI. **Ordinances – First Reading:**

POLICE

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 5, Article III, to amend Sections 5-47, 5-48, and 5-78 relative to beer in motion picture theaters. \(Sponsored by Councilman Grohn\) \(REVISED\)](#)

- VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into a Conservation Services Agreement with The Trust for Public Land to be paid in four \(4\) quarterly installments of \\$25,000.00 each for a term of one \(1\) year beginning July 1, 2016 through June 30, 2017, for an amount not to exceed \\$100,000.00.](#)
- b. [A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into a contract with Paley Studios \(Artist Albert Paley\) payable in installments of \\$235,000.00 upon execution of the contract, \\$117,500.00 upon one half of the fabrication of the work as deemed appropriate by the City, \\$117,500.00 upon delivery of the work as deemed appropriate, and \\$30,000.00 upon delivery and completion of installation and final acceptance by the City as part of the Blue Goose Hollow Project funded by the Benwood and Lyndhurst Foundations, for a total amount not to exceed \\$500,000.00.](#)

HUMAN RESOURCES

- c. [A resolution authorizing the equivalency of education, training and/or experience will be allowed for all City positions unless a degree is required based on job responsibilities or is required for a certification. \(Co-Sponsored by Councilman Smith and Councilman Mitchell\)](#)

MAYOR'S OFFICE

- d. [A resolution to confirm the Mayor's appointment of Ronald W. Smith to the Beer and Wrecker Board for District 6 for a three \(3\) year term ending July 31, 2019.](#)
- e. [A resolution authorizing the waiver of fees for the Friends of East Brainerd Neighborhood Association for the Bark in the Park event to be held on Saturday, October 8, 2016. \(Added by permission of Chairman Freeman\)](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- f. [A resolution authorizing the approval of Change Order No. 1 for Campbell and Associates, Inc. relative to Contract No. W-14-007-101, design and construction services of laboratory renovations for Moccasin Bend Wastewater Treatment Plant, for an increased amount of \\$1,750.00, for a revised contract amount not to exceed \\$51,750.00. \(District 1\)](#)

Transportation

- g. [A resolution authorizing the Administrator for the Department of Transportation to enter into a Partnership Agreement with Collier Construction Company, Project No. T-16-007-806, for "100 @ South Broad – Phase 1" located at 3100 St. Elmo Avenue and to accept a contribution of \\$10,118.92 towards the cost of four \(4\) pedestrian light poles, conduits, and installation. \(District 7\)](#)

VIII. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.

IX. Purchases.

X. Other Business.

XI. Committee Reports.

XII. Agenda Session for Tuesday, October 11, 2016.

Agenda for Tuesday, October 4, 2016

Page 3 of 7

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

XIV. Adjournment.

TUESDAY, OCTOBER 11, 2016
CITY COUNCIL AGENDA
6:00 PM

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

“Community Thanks & Recognition”
By Dr. Elenora Woods

5. **Ordinances – Final Reading:**

POLICE

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 5, Article III, to amend Sections 5-47, 5-48, and 5-78 relative to beer in motion picture theaters. \(Sponsored by Councilman Grohn\)](#)

6. **Ordinances – First Reading:**

PLANNING

- a. [2016-122 Larry D. Cooley \(E-RA-2 Residential Attached \(FBC\) to E-RD-2 Residential Detached \(FBC\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 104 Baker Street, more particularly described herein, from E-RA-2 Residential Attached \(FBC\) to E-RD-2 Residential Detached \(FBC\). \(District 2\) \(Recommended for approval by Planning and Staff\)](#)
- b. [2016-129 Roy Williams \(R-2 Residential Zone to M-2 Light Industrial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1905 South Greenwood Avenue, more particularly described herein, from R-2 Residential Zone to M-2 Light Industrial Zone. \(District 3\) \(Recommended for approval by Planning and Staff\)](#)

[2016-129 Roy Williams \(R-2 Residential Zone to M-2 Light Industrial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1905 South Greenwood Avenue, more particularly described herein, from R-2 Residential Zone to M-1 Manufacturing Zone. \(Recommended for denial by Planning and Staff\) \(Applicant Version\)](#)

- c. [2016-130 NR Properties % Ross Timoschuck, Linda Van Meter, and David Park \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 1710, 1712, 1714, 1716, and 1720 \(part\) Joiner Road, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. \(District 4\) \(Recommended for approval by Planning and Staff\)](#)

[2016-130 NR Properties % Ross Timoschuck, Linda Van Meter, and David Park \(R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 1710, 1712, 1714, 1716, and 1720 \(part\) Joiner Road, more particularly described herein, from R-1 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone \(Applicant Version\)](#)

- d. [2016-125 Miller Industries \(R-1 Residential Zone to M-1 Manufacturing Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5218 and 5226 Tracie Lane, 8534 Ooltewah Harrison Road, and the 8600 block of Hilltop Drive, from R-1 Residential Zone to M-1 Manufacturing Zone. \(District 6\) \(Recommended for approval by Planning and Staff\)](#)
- e. [2016-126 Anand Global, LLC % Attorney Alexander McVeagh \(R-1 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1412 Vance Road, more particularly described herein, from R-1 Residential Zone to R-3 Residential Zone. \(District 6\) \(Recommended for denial by Planning and Staff\)](#)
- f. [2016-127 Berry Engineers, LLC and Lebanon Investment Corporation \(R-3 Residential Zone and UGC Urban General Commercial Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 2431 Williams Street and part of an unaddressed property in the 2400 block of Cowart Street, more particularly described herein, from R-3 Residential Zone and UGC Urban General Commercial Zone to UGC Urban General Commercial Zone, subject to certain conditions. \(District 7\) \(Recommended for approval by Planning and Staff\)](#)

[2016-127 Berry Engineers, LLC and Lebanon Investment Corporation \(R-3 Residential Zone and UGC Urban General Commercial Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 2431 Williams Street and part of an unaddressed property in the 2400 block of Cowart Street, more](#)

particularly described herein, from R-3 Residential Zone and UGC Urban General Commercial Zone to UGC Urban General Commercial Zone. (Applicant Version)

- g. 2016-114 SEI Ventures of TN, LLC % Dorothy D. Engsborg (M-1 Manufacturing Zone to Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 1900 block of Myrtle Street, 1929 Central Avenue, and 2100 Rossville Avenue, more particularly described herein, from M-1 Manufacturing Zone to Urban General Commercial Zone. (District 7) (Recommended for approval by Planning and Staff)

2016-114 SEI Ventures of TN, LLC % Dorothy D. Engsborg (M-1 Manufacturing Zone to Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 1900 block of Myrtle Street, 1929 Central Avenue, and 2100 Rossville Avenue, more particularly described herein, from M-1 Manufacturing Zone to C-3 Central Business Zone. (Recommended for denial by Planning and Staff) (Applicant Version)

- h. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article II, Definitions; Article IV, General Regulations; and Article V, Zone Regulations relative to Short Term Vacation Rentals. (Deferred from 9/13/2016)
- i. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Division 30, Urban Infill Lot Compatibility Option, Section 38-480, minimum yard requirements.

7. **Resolutions:**

PLANNING

- a. A resolution authorizing the Mayor to enter into an Interlocal Agreement with Hamilton County to provide joint funding of the Chattanooga-Hamilton County Regional Planning Commission for the next five (5) years.

POLICE

- b. A resolution authorizing the Chief of the Chattanooga Police Department to enter into a contract with Hope for the Inner City for continuation of services related to the Chattanooga Violence Reduction Initiative for the period of September 1, 2016 to October 31, 2016, for an amount of \$24,166.00, per month, for an amount not to exceed \$48,332.00.
- c. A resolution authorizing the Chief of the Chattanooga Police Department to enter into a contract with Father to the Fatherless for case management and support services related to the Chattanooga Violence Reduction Initiative for a period of one (1) year, for an amount not to exceed \$229,787.00. (Deferred from 9/27/2016)

- d. [A resolution authorizing the appointment of Jennifer Heinzl as a special police officer \(unarmed\) for McKamey Animal Center, to do special duty as prescribed herein, subject to certain conditions.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. [A resolution authorizing the Mayor to enter into a contract with OM Hickory, LLC for the sale and purchase, in substantially the form attached, for property located at 2455 Hickory Valley Road, Tax Map No. 138M-A-001, in the amount of \\$80,000.00, for the construction of a wet weather storage facility, a Consent Decree Project, and to execute all documents related to the transaction, with closing costs, for an amount not to exceed \\$1,000.00, for a total amount not to exceed \\$81,000.00. \(Consent Decree\) \(District 6\) \(Deferred from 9/20/2016\)](#)

8. Departmental Reports:

- a) Police.
- b) Fire.
- c) **Economic and Community Development.**
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.

9. Purchases.

10. Other Business.

11. Committee Reports.

12. Agenda Session for Tuesday, October 18, 2016.

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

14. Adjournment.

Proposed City Council Purchases 10-04-16

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
PO523647 General Services	Increase to the Authorized Limit for Fire Extinguisher/Fire Suppression Systems & Service General Services	-	-	Chattanooga Fire Protection 1818 Broad St. Chattanooga, TN 37408	Estimated \$65,000 Annually	General Fund	Increase to the Authorized Limit for Fire Extinguisher/Fire Suppression Systems & Service from \$35,000 to \$65,000 annually due to General Services picking up responsibility for additional buildings and to comply with Fire Marshall Regulations. This contract is up for renewal in November 2016.
R141673 Public Works	New Blanket Contract for Grounds Maintenance for Selected City Properties Public Works	5	3	R&A Property Maintenance 865 Old Highway 28 Dunlap, TN 37327	Estimated \$30,000 Annually	General Fund	New Blanket Contract for Grounds Maintenance for Selected City Properties. There were 5 direct bid solicitations and we received 3 responses in the publically advertised bid proceedings. R&A Property Maintenance, Inc. was the lowest bid meeting specifications.
PO520253 Public Works	Increase to the Authorized Limit for Asphaltic Concrete Public Works	-	-	Southeastern Materials 1751 McFarland Ave. Rossville, GA 30741	Estimated \$430,000 Annually	General Fund	Increase to the Authorized Limit for Asphaltic Concrete from \$330,000 to \$430,000 annually resulting from actual expenditures averaging approximately \$420,000 annually.
PO52517 Public Works	Blanket Contract Renewal for Bricks Public Works	4	2	Jenkins Brick Co. 308 West 47th St. Chattanooga, TN 37410	Estimated \$33,000 Annually	General Fund	Blanket Contract Extension of PO525217 for Bricks. There were 4 direct bid solicitations and we received 2 responses in the original publically advertised bid proceedings. Jenkins Brick Co. was the lowest bid meeting specifications.

<p>PO535884 Public Works</p>	<p>Blanket Contract Renewal for Sanitary Sewer Manhole Inspection Services Waste Resources Division</p>	<p>8</p>	<p>7</p>	<p>Hydrostructures PA 126 Commerce Pittsboro, NC 27312</p>	<p>Estimated \$70,000 Annually</p>	<p>Interceptor Sewer Operations</p>	<p>Blanket Contract Renewal of PO535884 for Sanitary Sewer Manhole Inspection Services. This renewal will utilize the first (1st) renewal option per the original contract with one (1) option remaining. There were 8 direct proposal solicitations and we received 7 responses in the original publically advertised proposal proceedings. Hydro Structures PA was the best bid meeting specifications.</p>
<p>R143758 Mayor's Office</p>	<p>Art Creation and Installation Services - Blue Trees Project, Public Art</p>	<p>-</p>	<p>-</p>	<p>Konstantin Dimopoulos 16320 SE 48th Street Bellevue, WA 98006</p>	<p>\$50,000.00</p>	<p>General Fund</p>	<p>New contract for art creation and installation service for the Blue Trees Project. The contractor's services will consist of coloring living trees with an environmentally safe colourant formula, created by and used solely by the artist, requiring a "sole source" contract. TCA 6-56-304.2 allows for this single source purchase from Konstantin Dimopoulos, exempted from usual advertising and bidding requirements.</p>



City of Chattanooga

Mayor Andy Berke

September 28, 2016

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

**Subject: R81757 / Blanket PO No. 523647 – Fire Extinguisher/Fire Suppression Systems & Service –
General Services Department**

Dear Mr. Bohannon:

Council approval is recommended to issue Change Order 3 to the subject contract. The change order will increase the estimated annual expenditure amount from \$35,000.00 to \$65,000.00, due to being compliant with Fire Marshall and the scheduling of annual inspections of Fire Extinguishers and Fire Suppression Systems through November 30, 2016.

This contract change with Fleet Management increases the total contract by \$30,000.00 and is necessary for the above reasons.

Second (2 nd) Renewal Amount (Council approval September 1, 2015)	\$ 35,000.00
Change Order 3 Increase Amount	\$ 30,000.00
New Annual Expenditure Amount	\$ 65,000.00

I recommend issuing Change Order 3 to increase the present contract amount by \$30,000.00. General Services has requested and approved this change.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm



Mark McKeel <mmckeel@chattanooga.gov>

Blanket PO# 523647 - Fire Extinguisher/Fire Suppression Systems & Service

3 messages

Mark McKeel <mmckeel@chattanooga.gov>
To: Cary Bohannon <cbohannon@chattanooga.gov>
Cc: Bonnie Woodward <woodward@chattanooga.gov>

Fri, Sep 23, 2016 at 1:31 PM

Cary,

Blanket PO# 523647 for Fire Extinguisher/Fire Suppression Systems & Service has exceeded the estimated dollar amount and needs money added. The contract is up for renewal and expires on November 30, 2016.

I need for you to check the locations and need for you to estimate the dollar amount that needs to be added to the contract so I can get Council approval.

I need this by Friday, September 30, 2016 by 2:00 PM so I can get the Council letter ready for your approval to present to Council.

Thanks.

--
Mark L. McKeel
Buyer



101 East 11th Street
Suite G13
Chattanooga, TN 37402
Phone No.: 423-643-7236
Fax No.: 423-643-7244
E-mail: mmckeel@chattanooga.gov

Mark McKeel <mmckeel@chattanooga.gov>
To: Cary Bohannon <cbohannon@chattanooga.gov>
Cc: Bonnie Woodward <woodward@chattanooga.gov>

Fri, Sep 23, 2016 at 2:01 PM

Cary,

Meant to mention that the current releases are at \$136,346.45. The amount agreed through three (3) years of the contract is \$115,000. The starting point for an increase is \$21,346.45. How much do you want to increase through November 30?

I will also send a renewal letter to Chattanooga Fire Protection through 2017.

Thanks

[Quoted text hidden]

Cary Bohannon <cbohannon@chattanooga.gov>
To: Mark McKeel <mmckeel@chattanooga.gov>
Cc: Bonnie Woodward <woodward@chattanooga.gov>

Tue, Sep 27, 2016 at 12:03 AM

Mark,

We are scheduling the annual inspections with them in January and July so we (GS) should have minimal need through November. Unless another department has inspections or service scheduled in the next two months, I would think \$30,000 should cover through the renewal date.

Thanks,

Cary M. Bohannon
Director of General Services
City of Chattanooga
Phone: (423) 643-7505
Email: cbohannon@chattanooga.gov

Sent from my Windows 10 phone

From: Mark McKeel
Sent: Friday, September 23, 2016 2:01 PM
To: Cary Bohannon
Cc: Bonnie Woodward
Subject: Re: Blanket PO# 523647 - Fire Extinguisher/Fire Suppression Systems & Service

[Quoted text hidden]



City of Chattanooga

Mayor Andy Berke

September 26, 2016

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

Subject: R141673 – Grounds Maintenance for Selected City Properties - Public Works Department

Dear Mr. Holland;

Council approval is recommended for the award of a blanket contract for Grounds Maintenance for Selected City Properties as needed by the Public Works Department. The estimated annual expenditure under this contract is \$30,000.00.

The invitation to bid was sent to five (5) vendors as well as formally advertised. Three (3) bids were received. The bids are retained on file in the Purchasing Office for your review upon request. A spreadsheet is attached showing the amounts bid.

I recommend awarding this blanket contract to R & A Property Maintenance, based on the lowest bid meeting the specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/wt
Attachment

Vendor Address:

R&A Property Maintenance, Inc.
865 Old Highway 28
Dunlap, TN 37327

Requisition: R141673

Bid #: Grounds Maint. For Selected City Properties

AB Property Preservation

R & A Property Maint.

YaMi Enterprises

Item #	Item Description	AB Property Preservation			R & A Property Maint.			YaMi Enterprises		
		Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price
1										
2	Harriet Tubman Site	2,500.00	2	5,000.00	2,320.00	2	4,640.00	5,000.00	2	10,000.00
3										
4	Charles A. Bell Grounds	1,700.00	2	3,400.00	688.00	2	1,376.00	3,250.00	2	6,500.00
5										
6	Alton Park Landfill	2,875.00	2	5,750.00	1,675.00	2	3,350.00	10,000.00	2	20,000.00
7										
8										
9										
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11										
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15										
16										
17										
18										
19										
20										
Totals:		7,075.00		14,150.00	4,683.00		9,366.00	18,250.00		36,500.00



City of Chattanooga

Mayor Andy Berke

September 27, 2016

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

Subject: R71570 – Increase of Authorized Spending on Blanket Contract for Asphaltic Concrete - Public Works Department

Dear Mr. Holland;

Council approval is recommended to increase the authorized expenditure on blanket contract 520253 with Southeastern Materials, Inc., for Asphaltic Concrete as needed by the Public Works Department. The invitation to bid was sent to eleven (11) vendors as well as formally advertised. Only one bid was received. The solicitation was re-advertised, but no further bids were received. A copy of Blanket Contract 520253 is attached.

The estimated annual expenditure when this contract was first approved in March 2013 was \$330,000.00. Since that date, actual expenditures have averaged approximately \$420,000.00 annually.

I recommend increasing the authorized expenditure on this blanket contract with Southeastern Materials, Inc., to \$430,000.00 annually, as being in the best interests of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/wt
Attachment

Vendor address:

Southeastern Materials, Inc.,
1751 McFarland Avenue
Rossville, GA 30741

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 735438 Vendor Alternate ID: 13485 Southeastern Materials Inc Attn: Mark 1751 McFarland Ave Rossville, GA 30741
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PO Date: 02-APR-13 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 520253 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No. 71570 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-757-0649 Fax: 423-757-7201 Email: tucker_w@chattanooga.gov ***** Items Being Purchased: Asphaltic Concrete for Delivery ***** PRICE ESCALATION CLAUSE: If, as a result of a general change in labor rates, materials prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract may be adjusted accordingly. In requesting a price increase, the Contractor shall provide the Purchasing Department with documentation showing the reason for the requested increase. Increases shall not be requested more often than once per year. Price increases shall only become effective after approval by the Purchasing Agent. ***** For delivery to: City Yards Tool Room 1001 East 12th Street Chattanooga, TN 37403 Delivery Contact: Glenda Hope, Tel 423-757-5357 ***** This shall be a twelve (12) month blanket contract to supply Asphaltic Concrete as needed by agencies of the City of Chattanooga. The contract term may be renewed for four (4) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may bilaterally extend the Contract by providing written confirmation of agreement by both parties at least 30 days prior to the Contract's current expiration date. ***** Approved by City Council on March 26, 2013 ***** Vendor Contact Information: Vendor Name: Southeastern Materials Contact Person: Tom Haley Tel: 423-899-5463 Fax: 423-954-1983 Email: thaley@talleyconstruction.net Street Address: 1751 McFarland Avenue City, State, Zip: Rossville, GA 30741 *****					

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order valid only when signed or electronically approved by the Finance Officer.

Purchase Order BLANKET



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

V E N D O R	Vendor Number: 735438 Vendor Alternate ID: 13485 Southeastern Materials Inc Attn: Mark1751 McFarland Ave Rossville, GA 30741
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PO Date: 02-APR-13 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 520253 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
11	Asphaltic Concrete Mix, F-Modified	0.00	Ton	\$ 94.0000	\$ 0.00
12	Asphaltic Concrete Mix, D-Mix	0.00	Ton	\$ 89.0000	\$ 0.00
13	Asphaltic Concrete Mix, # 307A Mix	0.00	Ton	\$ 62.0000	\$ 0.00
14	Asphaltic Concrete Mix, # 307-BM2 Mix	0.00	Ton	\$ 65.0000	\$ 0.00
15	Asphaltic Curb Mix	0.00	Ton	\$ 79.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order 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.



City of Chattanooga

Mayor Andy Berke

September 27, 2016

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

Subject: R49556 – Blanket Contract for Bricks for the Public Works Department

Dear Mr. Holland;

Council approval is recommended to extend blanket contract 525217 for Bricks as needed by the Public Works Department. The estimated annual expenditure is \$33,000.00.

The invitation to bid was sent to four (4) vendors as well as formally advertised. Two (2) bids were received. A spreadsheet is attached which shows the bids, which are retained on file in the Purchasing Office for your review upon request. A copy of blanket contract 525217 is also attached.

I recommend the extension of this contract with Jenkins Brick Company, formerly Key James Brick, based on the lowest bid per specifications.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/wt
Attachment

Vendor address:

Jenkins Brick Co.
308 West 47th Street
Chattanooga, TN 37410

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 133987 Jenkins Brick Company or Acme Brick Company 308 West 47th Street Chattanooga, TN 37410
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PO Date: 28-FEB-14 Buyer: William Tucker FOB: DESTINATION Terms: Immediate

Purchase Order Number 525217 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price
Total				
Requisition No. 49556 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-757-0649 Email: tucker_w@chattanooga.gov				
Items Being Purchased: Common Bricks and Pavers				
For delivery to: City Yards Tool Room 1001 East 12th Street Chattanooga, TN 37403 Delivery Contact: Sharon Smith, Tel 423-757-5357				
This shall be a twelve (12) month blanket contract to supply Common Bricks as needed by agencies of the City of Chattanooga. The contract term may be renewed for four (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may bilaterally extend the Contract by providing written confirmation of agreement by both parties at least 30 days prior to the Contract's current expiration date.				
Approved by City Council on November 15, 2011 Assignment of Contract from Key James Brick approved February 25, 2014				
Vendor Contact Information: Vendor Name: Jenkins Brick Contact Person: Lance Edwards Tel: 423-821-3547 Fax: 423-821-3550 Email: ledwards@brick.com Street Address: 308 West 47th Street City, State, Zip: Chattanooga, TN 37410				

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order 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

V E N D O R	Vendor Number: Vendor Alternate ID: 133987 Jenkins Brick Company or Acme Brick Company 308 West 47th Street Chattanooga, TN 37410
--	---

PO Date: 28-FEB-14 Buyer: William Tucker FOB: DESTINATION Terms: Immediate

Purchase Order Number 525217
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	
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I N V O I C E	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	Contract: Common Brick, priced per thousand	0.00	Thousand	\$ 240.0000	\$ 0.00
2	ADA Clay Pavers, Pinehall Brick Red, Priced per each	0.00	Each	\$ 4.5000	\$ 0.00
3	ADA Pavers, Pavestone River Red, Priced per each.	0.00	Each	\$ 5.2500	\$ 0.00
4	Pavers, Pavestone River Red, Non ADA - Priced per each.	0.00	Each	\$ 3.5000	\$ 0.00
5	Delivery Charge	0.00	Each	\$ 125.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order 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.



City of Chattanooga

Mayor Andy Berke

September 27, 2016

Mr. Justin Holland, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 535884– Blanket Contract Renewal: Sanitary Sewer Manhole Inspection Services – Waste Resources Division - Public Works Department

Dear Mr. Holland:

Council approval is recommended to renew the blanket contract for Sanitary Sewer Manhole Inspection Services for the Waste Resources Division of the Public Works Department. This dual blanket contract with Hydrostructures, P.A. started in November 2015 and to date has provided \$55,680 of service for the City of Chattanooga. Annual usage of this blanket contract is expected to remain approximately \$70,000 per year.

The original invitation to bid was sent to eight (8) vendors as well as formally advertised. Seven (7) responses were received as shown below. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

Bidders

Professional Services Group, LLC
Sani-Tech JetVac Services, LLC
Hydromax USA, LLC
Utility Technologies

Service Monster, LLC
Compliance EnviroSystems, LLC
Hydrostructures, P.A.

I recommend renewing this blanket contract with Hydrostructures, P.A. for a one (1) year term through November 2017. There is one (1) remaining option for one (1) year contract renewal beyond 2017.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

Purchase Order BLANKET



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

V E N D O R	Vendor Number: Vendor Alternate ID: 437099 Hydrostructures PA 126 Commerce CTPO Box 1537 Pittsboro, NC 27312
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PO Date: 25-NOV-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 535884 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit Price	Total
Requisition No.: 121848 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233				
DESCRIPTION: This shall be a twelve (12) month blanket contract for Sanitary Sewer Manhole Inspection Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein.				
NOTES: The bid submitted by Hydrostructures, P.A. dated 9-23-15 is hereby made a part of this contract. Payment Terms: Net 30 days Delivery Terms: As Needed				
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later.				
APPROVED BY CITY COUNCIL ON NOVEMBER 24, 2015				
CONTRACT BEGINNING/ENDING DATES: 11-25-2015 TO 11-25-2016				
Vendor Contact: Michael Koonce Phone: 919-542-5002 Fax: 919-542-6835				

***** 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

V E N D O R	Vendor Number: Vendor Alternate ID: 437099
	Hydrostructures PA 126 Commerce CTPO Box 1537 Pittsboro, NC 27312

PO Date: 25-NOV-15 Buyer: Geoffrey Hipp FOB: DESTINATION Terms: Immediate	Purchase Order Number 535884 INVOICES: Direct invoices in DUPLICATE to the invoice address shown below.
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S H I P T O	
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I N V O I C E	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	Inspection of Sanitary Sewer Manholes (per manhole)	0.00	Each	\$ 120.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

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

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.

Manhole Inspection Services – Requisition 121848

Hydrostructures, PA
Attn: Tony McCulley
PO Box 1537
Pittsboro, NC 27312

Compliance EnviroSystems
Attn: Bill Parrott
1401 Seaboard Dr.
Baton Rouge, LA 70810

Hydromax USA
344 Inderrieden Rd
Chandler, IN 47610

Amtec Surveying, Inc.
3355 Lenox Road,
Suite 750
Atlanta, GA 30326

Sani-Tech JetVac Services LLC
P.O. Box 40348
Nashville, TN 37204-0348

Universal Service
506 Gibson Pond Road
Chattanooga, TN 37421

Strack Inc.
P.O. Box 856
Fairburn, GA 30213

Ace Pipe Cleaning, Inc.
4000 Truman Rd
Kansas City, MO 64127-2290

Bid Tabulation -

RFQ # 303909

Manhole Inspection Services

Item #	Item	Professional Services Group	Service Monster	Sani-Tech JetVac Services	Compliance EnviroSystems
1	Manhole Inspection	Unit Price \$50.00	Unit Price \$50.00	Unit Price \$89.75	Unit Price \$95.00

Item #	Item	Hydromax USA	Hydrostructures, P.A.	Utility Technologies
1	Manhole Inspection	Unit Price \$100.00	Unit Price \$120.00	Unit Price \$128.00



City of Chattanooga

Mayor Andy Berke

September 29, 2016

Ms. Maura Sullivan
Mayor's Office
101 East 11th Street
Chattanooga, TN 37402

Subject: Req. 143758 – Blue Trees Project, Public Art

Dear Ms. Sullivan:

Council approval is recommended to enter into contract with Konstantin Dimopoulos for the Blue Trees Project, in the amount of \$50,000.00.

The Blue Trees Project consists of coloring living trees blue using a biologically safe water-based colorant. The project will take place in multiple locations across the City and will include a project kick-off, educational distribution for local elementary schools, and at least four public school visits.

This is a sole source purchase. TCA 6-56-304.2 allows for this sole source purchase exempted from the usual advertising and bidding requirements. Justification from the department is enclosed for your review.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/sl
Attachments



Sharon Lea <slea@chattanooga.gov>

Single Source Procurement Letter for The Blue Trees

1 message

Katelyn Kirnie <kkimie@chattanooga.gov>

Thu, Sep 29, 2016 at 2:56 PM

To: Sharon Lea <slea@chattanooga.gov>

I recommend that we negotiate with Constantin Dimoplouos for the environmental art installation The Blue Trees. He is the sole source for the creation of this particular environmental artwork which uses a water-based colourant that is biologically-safe for trees. His specific formula for the colourant was created over two years of testing to produce a vibrant blue stain that is harmless to flora, fauna and waterways. He has created The Blue Trees at more than 20 sites around the USA, England, Germany, Australia and New Zealand and it has never caused harm to the trees or their resident ecologies. We were not able to consider other artists to produce The Blue Trees as they would not have access to the environmentally safe stain nor could they infringe on the copyrights of the artist, Constantin Dimoplous.

- Katelyn Kirnie
Director of Public Art

--

Katelyn Kirnie | *Public Art Director*

c: 423-903-5283
kkimie@chattanooga.gov
publicartchattanooga.com

City of Chattanooga
Mayor's Office
3rd Floor City Hall
101 E. 11th Street
Chattanooga, TN 37402



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Purchase Requisition 143758 for Womble, Dana (50,000.00 USD)

[Approve](#) [Reject](#) [Send to IS](#) [Reassign](#) [More Information Request](#)

From **Womble, Dana**
 To **Purchase Approval Pool**
 Sent **28-Sep-2016 13:46:47**
 Due **05-Oct-2016 13:46:47**
 ID **1592958**

Description **PUBLIC ART - BLUE TREES PROJECT, PAYABLE IN THREE INSTALLMENTS - INSTALLMENT 1**
 Requisition Total **50,000.00 USD**
 Estimated Tax **0.00 USD**
 Attachments [20160927151017.pdf](#)

Requisition Lines

Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	PUBLIC ART - BLUE TREES PROJECT, PAYABLE IN THREE INSTALLMENTS - INSTALLMENT 1	Dimopoulos, Constantin	G70209	Job	1	25000	25,000.00
2	PUBLIC ART - BLUE TREES PROJECT, PAYABLE IN THREE INSTALLMENTS - INSTALLMENT 2	Dimopoulos, Constantin	G70209	Job	1	12500	12,500.00
3	PUBLIC ART - BLUE TREES PROJECT, PAYABLE IN THREE INSTALLMENTS - INSTALLMENT 3	Dimopoulos, Constantin	G70209	Job	1	12500	12,500.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Womble, Dana Jones	Submitted	27-Sep-2016 15:18:00	
2	Lea, Sharon Marie	Approved	28-Sep-2016 10:19:08	Mayor's Office Providing Justification / Council Action
3	Sammons, Anthony O.	Approved	28-Sep-2016 12:35:12	
4	Sammons, Anthony O.	Approved	28-Sep-2016 12:58:27	Mayor's Office Providing Justification / Council Action
5	Roan, Tiffany Leigh	Approved	28-Sep-2016 13:46:47	

Related Applications

- [Edit Requisition](#)
- [View Requisition Details](#)
- [Open Document](#)

Response

Note

Return to Worklist

Display next notification after my response

[Approve](#) [Reject](#) [Send to IS](#) [Reassign](#) [More Information Request](#)

[Privacy Statement](#)

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**CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT**

EXHIBIT B

Blue Trees Project Scope of Work

The following sets forth the scope of work to be provided by the Artist. The Artist will be responsible for attending and performing the following schedule of art installations and educational programs. All changes to the schedule shall obtain prior approval by the CITY.

1st Installation

Location: Hunter Museum
Date: Friday, October 14

Program: The Blue Trees Project Kick-Off

Location: Hunter Museum of Art
Date: Saturday, October 15, 11AM - 12:30PM
Program: Artist talk with slides

2nd Installation

Location: Riverfront Parkway
Date: October 17 – 21

Program: Family Fun Day

Location: Sculpture Fields
Date: October 22
Program: Volunteers help the artist paint 30 - 40 trees in containers, artist provides educational component.

3rd Installation & Program

Location: Creative Discovery Museum (potted trees on upper deck)
Tentative Date: Friday, October 28
Tentative Program: Ongoing educational program facilitated by museum staff. Special educational program and artist visit in the Art Room on the day of installation or the following Saturday.

4th Installation

Location: Bessie Smith Cultural Center (trees around lawn perimeter)
Dates: October 31 - November 4

Program: Additional Family Fun Day

Location TBD:
Date: TBD
Program: Volunteers help the artist paint 30 - 40 trees in containers, artist provides educational component.

Program: The Blue Trees Project & MLK Neighborhood Celebration

Location: Bessie Smith Cultural Center Lawn and MLK Blvd.
Date: November 5, Time TBD
Program: Celebration with Blues Music, Artist talk, educational programming, sustainability and tree care demos.
Educational Focus: Art, Environment, Conservation, Home Tree Care

Program: Art & Ecology Panel Discussion

Location: TBD
Potential Date: TBD Nov. 7 - 14
Program: Artist to participate in a panel discussion with other panelists



**CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT**

The Artist may choose to add additional sites and installations to the project scope if materials, time and capacity allow upon City's approval.

The Artist will be responsible for providing educational content for distribution to local elementary schools and will make himself available for at least (4) public school visits and demonstrations.

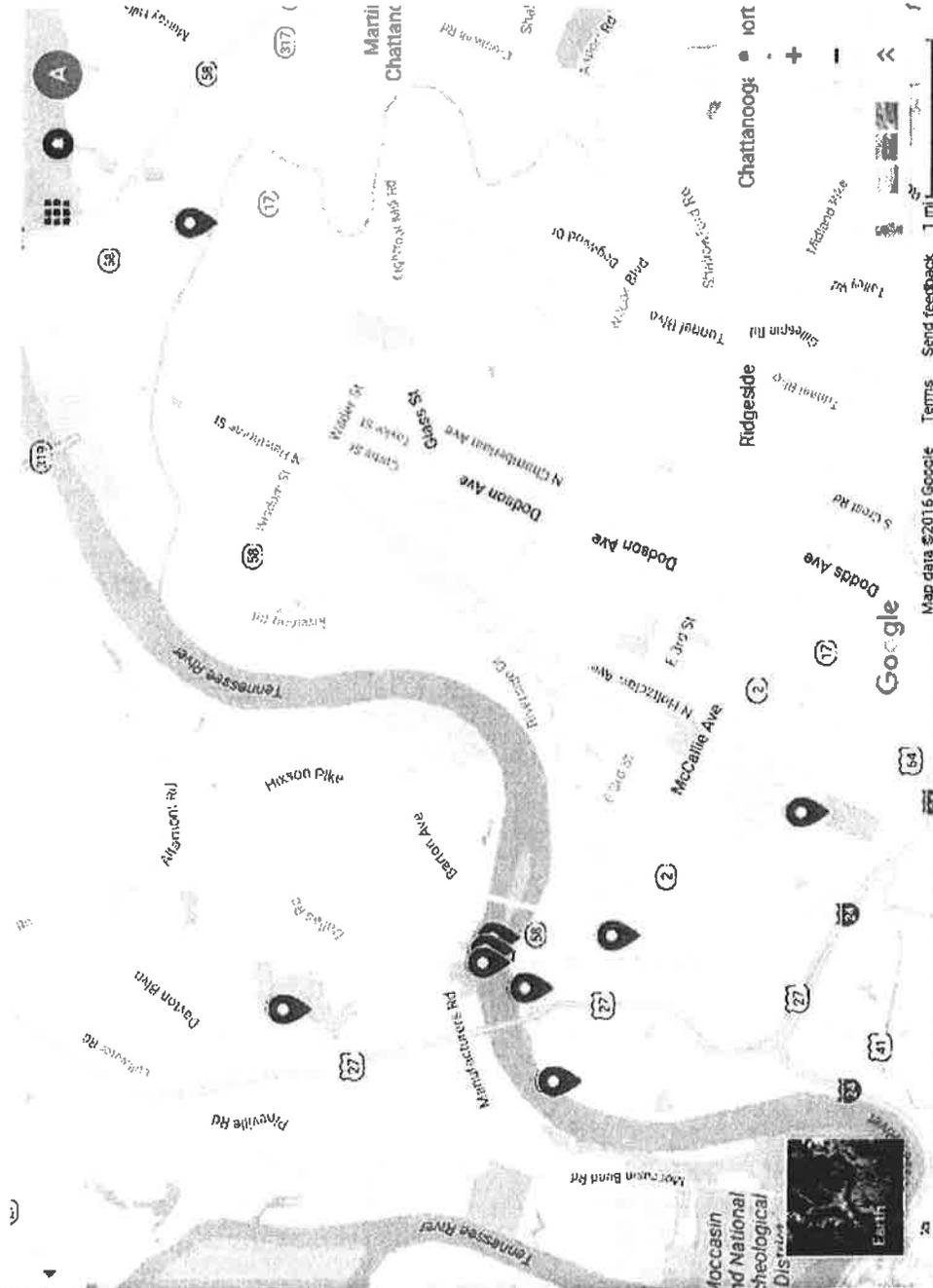
← The Blue Trees - Locations



Open in My Maps

- 📍 Sculpture Fields - Family Fun
- 📍 Hunter Museum - Project Kick-off
- 📍 Riverfront Pkwy. Crepe Myrtles
- 📍 Riverfront Pkwy. Crepe Myrtles
- 📍 Line 6
- 📍 Creative Discovery Museum
- 📍 Bessie Smith Cultural Center
- 📍 POTENTIAL location - Sterchi Farm
- 📍 POTENTIAL location - Stringer's Ridge
- 📍 POTENTIAL location - Blue Goose Hollow

LESS







**CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT**

This Art Creation and Installation Standard Form Agreement (“Agreement”) is prepared by the City of Chattanooga (“City”), a Tennessee municipal corporation, and entered into between the City and the Artist as of the above-stated Effective Date for the purchase of art work created by the Artist and more particularly described in the Scope of Work attached hereto as **EXHIBIT B** and incorporated here by reference.

Effective Date	9/27/16
Purchaser	City of Chattanooga, a Tennessee Municipal Corporation (“CITY”)
Artist	Konstantin Dimopoulos (“ARTIST”)
Artwork Title	Blue Trees Project
Term	October 14, 2016 through November 15, 2016
Installation Date	October 14, 2016 through November 15, 2016
Purchase Price/Fee	Fifty thousand dollars and 00/100 (\$50,000.00)
Payment Terms	<p>The fee shall be paid in three installments and covers all services and materials, inclusive of travel, and equipment:</p> <p>Installment 1: In the amount of \$25,000.00. Payable within seven (7) days after the Artist and City have executed this Agreement.</p> <p>Installment 2: In the amount of \$12,500. Payable within seven (7) days after the artist has completed the Family Fun program on October 22nd. See Scope of Services, Attachment B.</p> <p>Installment 3: In the amount of \$12,500. Payable within fourteen (14) days after the Artist completes and City approves and accepts the installation of the Blue Trees.</p> <p>Accommodations will be covered by the CITY not to exceed the amount of \$1,600.00 for the duration of ARTIST’S stay. Shipping costs for the colorant will be covered by the CITY not to exceed the amount of \$1,700.00.</p>
Notice Contact Person and Address for Artist	<p>Konstantin Dimopoulos, Artist c/- 16320 SE 48th Street Bellevue WA 98006</p> <p>T: 206-499-9789info@kondimopoulos.com</p>
Notice Contact Person and Address for Purchaser	<p>City of Chattanooga Public Art Chattanooga Attn: Katelyn Kimic 101 East 11th Street</p>



CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT

	<p>Chattanooga, TN 37402 amay@chattanooga.gov</p> <p><i>with a copy to:</i> City of Chattanooga Office of the City Attorney 100 East 11th Street, Suite 200 Chattanooga, TN 37302 (423)643-8250</p>
--	--

1. **Payment Terms.** For completion of the Work, the City shall pay Artist the “Purchase Price” set forth in paragraph 1. Payments may be made in amounts which are consistent with percentage of goods/nonprofessional services completed and invoiced by the Artist as set forth in the purchase order. The City’s delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The City is not liable for delays in payment caused by failure of the Artist to send invoice to the address referenced herein.

1. **Ownership.** The Art Work created under this agreement shall be the property of the CITY.

2. **Artist's Warranty.** ARTIST warrants to the CITY that ARTIST is the owner of the ARTWORK, that the ARTWORK is free and clear of all encumbrances and that ARTIST has good right to sell the ARTWORK. ARTIST further warrants that the ARTWORK is original to ARTIST and does not infringe on any third party's copyrights or other intellectual property rights.

3. **Copyright and Exclusive License.** All copyright and further reproduction rights to the ARTWORK shall remain with ARTIST. However, ARTIST shall grant a perpetual license to the CITY for the use of the ARTWORK for educational, community and other non-commercial uses with the proviso that the City uses The Blue Trees brand in all such instances and that in every instance the Artist’s name is associated with The Artwork. In the event the CITY wishes to use the ARTWORK for commercial purposes, the CITY shall contact ARTIST so that a separate agreement may be negotiated.

4. **Warranty.** ARTIST warrants that the ARTWORK is the exclusive work of the ARTIST.

5. **Hold Harmless.** The ARTIST agrees to indemnify and hold harmless the CITY and CITY employees from any and all claims or actual injury, damage or loss to a person, or real or personal property that results from or is in any way connected to the use of the ARTWORK.



**CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT**

6. **Deaccessioning Procedure.** The ARTIST agrees and acknowledges that should deaccessioning of the ARTWORK become necessary at any point the CITY shall proceed with deaccessioning pursuant to the guidelines as outlined in the Chattanooga Public Art Plan.

7. **Resiting.** CITY intends that the ARTWORK shall remain in the designated sites outlined in Exhibit B; however, CITY reserves the right to relocate the ARTWORK in the case of planted colored trees.

8. **Repair or Restoration.** It is understood by the ARTIST and CITY that the ARTWORK is subject to gradual deterioration for which neither party is responsible. ARTIST shall provide colorant for touch ups as needed.

9. **Maintenance.** The ARTWORK is intended to be temporary and there is no maintenance required. In regards to the trees included in the art installation, CITY will, within 30 days *prior* to commencement of the ARTWORK, have the trees checked by a registered arborist and a written health report provided to the ARTIST about the trees. No stressed, dying, or dead trees will be colored.

10. **Insurance.** ARTIST shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure ARTIST against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b.
- c.
- d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the ARTIST'S responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:

- a) Commercial General Liability
- b) Auto Liability
- c) Worker's Compensation Insurance and Employer's Liability Insurance
- d) Professional Liability Insurance

ii. ARTIST'S insurance must be primary insurance as respects performance of subject contract.



CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT

iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by ARTIST under this Agreement.

11. **Termination.** The CITY may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the CITY. The CITY shall give the Grantee at least thirty (30) days written notice before the effective termination date. The ARTIST shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CITY be liable to the ARTIST for compensation for any service which has not been rendered. The final decision as to the amount, for which the CITY is liable, shall be determined by the CITY. Should the CITY exercise this provision, the ARTIST shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. If the ARTIST fails to fulfill its obligations under this contract in a timely or proper manner, or if the ARTIST violates any terms of this contract, the CITY shall have the right to immediately terminate the contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the ARTIST shall not be relieved of liability to the CITY for damages sustained by virtue of any breach of this contract by the ARTIST.

12. **Records Retention and Audit .** In this section, the term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)

- a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.
- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any



CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT

of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.

- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

13. **Severability.** If any term of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not *affect* the validity and enforceability of any other term of this Agreement.

14. **Governing Law/Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Tennessee. The venue for any action commenced under this Agreement shall be resolved exclusively in Chattanooga, Hamilton County, Tennessee.

15. **Entire Agreement.** This Agreement supersedes and replaces all prior written and oral Agreements and constitutes the entire and complete agreement by and between ARTIST and the CITY. This Agreement may be changed only by an agreement in writing, signed by the party against whom enforcement of any modification, extension or discharge is sought.

16. **Notices.** All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth in this Agreement or at such other address that a party shall



**CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT**

other relief awarded, shall be entitled to recover its reasonable attorney's fees and court costs at trial and on appeal.

17. **Notices.** All notices required by this contract shall be in writing and mailed to the parties at the addresses set forth in this Agreement or at such other address that a party shall specify. If the ARTIST fails to notify the CITY of his/her current address, notice shall be deemed sufficient if the CITY mails notice to the last known address of the ARTIST even if such notice is returned unopened to the CITY.

IN WITNESS WHEREOF, Purchaser and Artist have executed this Agreement as of the Effective Date.

Attest:	CITY OF CHATTANOOGA
	By: Name/Title:
Attest:	ARTIST <i>[Signature]</i>
	By: <i>CONSTANTIN DIMITROU</i> Name/Title: <i>ARTIST</i>



**CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT**

**EXHIBIT A
CONSERVATION FORM AND MAINTENANCE RECORD**

This form should be completed by the ARTIST. The information provided by the ARTIST will be used for the artwork's catalogue record and documentation.

GENERAL INFORMATION

1. Artist: KONSTANTIN DIMPOULOS
2. Address: 16320 SE 48th St, Bellevue WA 98006
3. Phone: 206.475.5560
4. Email: info@kondimpoulos.com
5. Title of Artwork(s): THE BLUE TREES
6. Description of Artwork (s): LIVING TREES ARE COLOURED BLUE USING A BIOLOGICALLY-SAFE WATER-BASED COLOURANT
7. Date and Place Executed: MULTIPLE LOCATIONS
8. Installation Date: 13 OCTOBER - 15 NOVEMBER
9. Project Name: THE BLUE TREES
10. Location of Artwork/Site: WATER EXHIBIT B
11. Medium: TREES, WATER-BASED COLOURANT
12. Location and Description of Signature Copyright Mark (if it occurs): n/a
13. n/a
14. Exhibitions and Collections (pertaining to the above work): n/a
15. Reproductions and Periodicals (pertaining to the above work): n/a

TECHNICAL INFORMATION



CITY OF CHATTANOOGA
ART CREATION AND INSTALLATION STANDARD FORM AGREEMENT

16. Construction technique:

A biologically-safe water-based colourant is applied to living trees using brushes and rollers.

17. Material(s) (types, sizes, manufacturers): n/a

18. Material finish (glaze, paint, color and type, sanding grit, tool pattern, patina, surface sealer etc.): n/a

19. What is your intention relating to the work over time? (patina etc.) Should the work reflect the impact of the environment? Should the work be cleaned?

The colourant will naturally degrade from the trees - or it can be manually removed using water

20. Suggested routine maintenance:
none

21. To your knowledge, can the CITY cleaning staff be responsible for this routine maintenance? For No. 19 - Yes

22. Yearly maintenance and care of artwork (cleaning agent and procedure):
n/a

23. Can the CITY Staff at the site be responsible for these procedures? n/a

Artist's Signature

Date 19 September 2016