

TUESDAY, NOVEMBER 8, 2016
CITY COUNCIL REVISED AGENDA
4:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Henderson).
- III. Minute Approval.
- IV. Special Presentation.
- 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. \(Sponsored by Councilman Grohn\) \(Added by permission of Chairman Freeman\)](#)**

PLANNING

- b. **[2016-149 Asa Engineering % Allen Jones and Doug Battaglia \(R-2 Residential Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 6107 Hixson Pike, more particularly described herein, from R-2 Residential Zone to C-2 Convenience Commercial Zone. \(District 3\) \(Recommended for denial by Planning and Staff\)](#)**
- c. **[2016-147 March Adams & Associates/Erlanger Health System \(C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 900 East Third Street, more particularly described herein, from C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone, subject to certain conditions. \(District 8\) \(Recommended for approval by Planning and Staff\)](#)**

[2016-147 March Adams & Associates/Erlanger Health System \(C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 900 East Third Street, more particularly described herein, from C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone, subject to certain conditions. \(Alternative Version\)](#)

[2016-147 March Adams & Associates/Erlanger Health System \(C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 900 East Third Street, more particularly described herein, from C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone. **(Applicant Version)**

- d. [2016-148 Fredrick Harden \(R-2 Residential Zone to UGC Urban General Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1306 South Willow Street, more particularly described herein, from R-2 Residential Zone to UGC Urban General Commercial Zone, subject to certain conditions. **(District 8) (Recommended for approval by Planning)**

[2016-148 Fredrick Harden \(R-2 Residential Zone to UGC Urban General Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1306 South Willow Street, more particularly described herein, from R-2 Residential Zone to UGC Urban General Commercial Zone, subject to certain conditions. **(Staff Version)**

[2016-148 Fredrick Harden \(R-2 Residential Zone to UGC Urban General Commercial Zone\)](#). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1306 South Willow Street, more particularly described herein, from R-2 Residential Zone to UGC Urban General Commercial Zone. **(Applicant Version)**

- e. [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article II, Definitions; Article V, Division 6, R-2 Residential Zone, Section 38-91, Permitted Uses; and Article V, Division 6, R-2 Residential Zone, Section 38-94, Height and Area Regulations relative to townhouses.](#)
- f. [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article VIII, Board of Appeals for Variances and Special Permits, Section 38-568\(7\), relative to off-street parking in the Form-Based Code area to the board's power to grant special exceptions.](#)

PUBLIC WORKS AND TRANSPORTATION

Transportation

- g. [MR-2016-121 Chattanooga Metropolitan Airport Authority % Kirby Yost Attorney \(Abandonment\)](#). An ordinance closing and abandoning a portion of the 900 block of Jubilee Drive, as detailed on the attached map, and subject to certain conditions. **(District 5) (Recommended for approval by Transportation)**

VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution to make certain findings relating to the River View Housing Associates, LP Project, to delegate certain authority to the Chattanooga Housing Authority, and to authorize the Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes. (Deferred from 10/25/2016) (Revised)

GENERAL SERVICES

- b. A resolution authorizing the Mayor to execute a Premises Use Agreement with Lookout Valley Recreation Association, in substantially the form attached, for the use of the athletic fields and buildings located at 370 Warren Place, Tax Map No. 144J-B-008, for a term of three (3) years with an option to renew for two (2) additional one (1) year terms. (District 1)

PLANNING

- c. 2016-145 Southeast Land Partners/Marie M. Marshall/Rick Pollard (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for a Residential Planned Unit Development for property located at 5440 Mountain Creek Road, subject to certain conditions. (District 1)
- d. A resolution to adopt an updated right-of-way closure and abandonment policy for Chattanooga, Hamilton County, East Ridge, Lakesite, Ridgeside, Walden, and Lookout Mountain. (Revised)
- e. A resolution authorizing the Chattanooga-Hamilton County Regional Planning Agency to amend a contract with Amec Wheeler Foster for professional services to complete the integrated zoning solution digital platform, for an increased amount of \$27,464.00, for a revised contract amount not to exceed \$127,464.00.

PUBLIC WORKS AND TRANSPORTATION

Public Works

- f. A resolution authorizing the Administrator for the Department of Public Works to award Consent Decree Contract No. W-12-016-202 to P. F. Moon and Company, Inc. of West Point, Georgia, CITICO CSOTF and pump station improvements, in the amount of \$2,313,000.00, with a contingency amount of \$230,000.00, for an amount not to exceed \$2,543,000.00, subject to SRF loan approval. (District 9) (Consent Decree) (Deferred from 11/1/2016)

Transportation

- g. [A resolution authorizing Darwin Sawyer on behalf of Michael Borodimos \(restaurant owner\) and R. L. Williams \(property owner\) to use temporarily the right-of-way located at 249 River Street \(Frazier Avenue\) for the purpose of having double doors swing open over the Frazier Avenue sidewalk, and for potted plants to be placed on the Frazier Avenue sidewalk to alert pedestrians to the swinging doors, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 2\)](#)

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, November 15, 2016.

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

XIV. Adjournment.

TUESDAY, NOVEMBER 15, 2016
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Mitchell).
3. Minute Approval.
4. Special Presentation.
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) (Added by permission of Chairman Freeman)**

PLANNING

- b. **2016-149 Asa Engineering % Allen Jones and Doug Battaglia (R-2 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 6107 Hixson Pike, more particularly described herein, from R-2 Residential Zone to C-2 Convenience Commercial Zone. (District 3) (Recommended for denial by Planning and Staff)**
- c. **2016-147 March Adams & Associates/Erlanger Health System (C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 900 East Third Street, more particularly described herein, from C-2 Convenience Commercial Zone and R-4 Special Zone to C-3 Central Business Zone, subject to certain conditions. (District 8) (Recommended for approval by Planning and Staff)**

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- f. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article VIII, Board of Appeals for Variances and Special Permits, Section 38-568(7), relative to off-street parking in the Form-Based Code area to the board's power to grant special exceptions.

PUBLIC WORKS AND TRANSPORTATION

Transportation

- g. MR-2016-121 Chattanooga Metropolitan Airport Authority % Kirby Yost Attorney (Abandonment). An ordinance closing and abandoning a portion of the 900 block of Jubilee Drive, as detailed on the attached map, and subject to certain conditions. (District 5) (Recommended for approval by Transportation)

6. **Ordinances – First Reading:**

PUBLIC WORKS AND TRANSPORTATION

Transportation

- a. [MR-2016-137 Taylor Vickers \(Abandonment\). An ordinance closing and abandoning an alley off of the 300 and 400 blocks of Beck Avenue, as detailed on the attached map. \(Recommended for denial by Planning and Transportation\) \(District 2\)](#)
- b. [MR-2016-135 Chattanooga Metropolitan Airport Authority % John Naylor \(Abandonment\). An ordinance closing and abandoning the 5900 block of Pinehurst Avenue to allow for construction of additional hangars for the airport, as detailed on the attached map, and subject to certain conditions. \(Recommended for approval by Transportation\) \(District 5\)](#)
- c. [MR-2016-141 Jamarillo Gilberto Para \(Abandonment\). An ordinance closing and abandoning a portion of the right-of-way at the intersection of the 1600 block of Rossville Avenue and the 200 block of East 17th Street to allow for new building construction, as detailed on the attached map, and subject to certain conditions. \(Recommended for approval by Transportation\) \(District 7\)](#)

7. **Resolutions:**

HUMAN RESOURCES

- a. [A resolution authorizing the Director of Human Resources to renew an existing agreement with BlueCross/BlueShield of Tennessee to provide the City of Chattanooga Medicare eligible retirees with two \(2\) Medicare advantage health plans at the rates of \\$286.00 per member per month and \\$354.00 per member per month, for the policy term of January 1, 2017 through December 31, 2017, which will be the first twelve \(12\) month renewal with three \(3\) additional twelve \(12\) month renewals remaining.](#)

IT

- b. [A resolution authorizing the Chief Information Officer \(CIO\) to execute a contract with Smart Homes Chattanooga as providers of Systems Automation and Technology Installation Services to the Department of Information Technology for the period of one \(1\) year beginning November 1, 2016 through November 1, 2017 \(with the option to extend for two \(2\) additional years\), for an amount not to exceed \\$250,000.00 per contract year.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- c. [A resolution authorizing the approval of Change Order No. 1 \(Final\) to SAK Construction, LLC of O'Fallon, MO, relative to Contract No. W-12-023-201, Chattanooga Creek Interceptor Rehabilitation, a Consent Decree Project, for a decreased amount of \\$61,995.74, for a revised contract amount not to exceed \\$4,109,074.26, and to release the remaining contingency of \\$417,000.00. \(District 7\)](#)

- d. [A resolution authorizing the Administrator for the Department of Public Works is hereby authorized to award Consent Decree Contract No. W-10-012-201 to NABCO Electric Company, Inc., Chattanooga, TN, telemetry and SCADA upgrades, in the amount of \\$898,759.45, with a contingency amount of \\$90,000.00, for an amount not to exceed \\$988,759.45.](#)

PURCHASING

- e. [A resolution authorizing the Chief of the Chattanooga Police Department to join the Texas Buy Board which will allow the flexibility to purchase some items that have already been negotiated or purchased by this cooperative.](#)

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, November 22, 2016.

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

14. Adjournment.

Proposed City Council Purchases 11-08-16

| DEPARTMENT REQUISITION NO. | ITEM DESCRIPTION | BIDS REQUESTED | BIDS RETURNED | LOWEST/BEST BIDDER | COST | FUND NAME | NOTES |
|---|--|----------------|---------------|---|--|------------------------------------|---|
| R 126598 General Services | New Blanket Contract for Automotive Paint & Supplies General Services | 7 | 2 | Southern Auto Body Supply 1823 Rossville Avenue Chattanooga, TN 37408 and Paradise Paint 2811 Dodson Ave Chattanooga, TN 37406 | Total Estimated \$40,000 Annually | General Fund | New Blanket Contract for Automotive paint & Supplies. There were 7 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Southern Auto body Supply and Paradise Paint were the best bids meeting specifications. |
| R 137424 General Services | New Blanket Contract for Fasteners (Nuts, Bolts, Washers) General Services | 12 | 3 | Atlas Bolt & Supply Company 615 E. Main Street Chattanooga, TN 37408 and Hayward Bolt & Specialty 2805 S. Orchard Knob Ave. Chattanooga, TN 37407 | Total Estimated \$70,000 Annually | General Fund | New Blanket Contract for Fasteners (Nuts, Bolts, Washers). There were 12 direct bid solicitations and we received 3 responses in the publically advertised bid proceedings. Atlas Bolt & Supply and Hayward Bolt & Specialty were the best bids meeting specifications. |
| PO 535197 Purchasing | Blanket Contract Renewal for Newspaper & Online Advertising-City Wide Purchasing | - | - | Chattanooga Times-Free Press 400 East 11th Street Chattanooga, TN 37403 | Estimated \$150,000 Annually | General Fund | Blanket Contract Renewal of PO 535197 for Newspaper & Online Advertising-City Wide. This is a sole source contract, as Chattanooga Times Free Press is the only major local daily newspaper servicing the area. TCA 6-56-304.6 allows for this single source purchase to be exempted from the usual advertising and bidding procedures. |
| R 141835 Public Works | Purchase & Installation of Catenary Bar Screen Waste Resources Division | 16 | 3 | P.F. Moon and Co. P.O. Box 346 West Point, GA 31833 | \$153,000.00 | Interceptor Sewer Operations | Purchase & Installation of Catenary Bar Screen. There were 16 direct bid solicitations and we received 3 responses in the original publically advertised bid proceedings. P.F. Moon and Co. was the lowest bid meeting specifications. |
| R 142573 Public Works | New Blanket Contract for Vapor Phase Products & Services Waste Resources Division | 8 | 2 | Bio Triad Environmental, Inc 11 Foundry St., Ste 109 Stroudsbur, PA 18360 | Estimated \$25,000 Annually | Interceptor Sewer Operations | New Blanket Contract for Vapor Phase Products & Services. There were 8 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Bio Triad Environmental, Inc was the lowest bid meeting specifications. |
| PO 535021 Youth and Family Development | Blanket Contract Renewal for Playground Equipment Youth and Family Development | - | - | Game time, Inc 150 Playcore Drive SE Ft. Payne, AL 35967 | Estimated \$500,000 Annually | General Fund | Blanket Contract Renewal of PO 535021 for Playground Equipment. This contract utilizes U.S. Communities Contract No. 110179 with Game Time. U.S. Communities is a national cooperative purchasing program. TCA 6-56-304.6 allows for this single source purchase to be exempted from the usual advertising and bidding procedures. |



City of Chattanooga

Mayor Andy Berke

November 3, 2016

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

Subject: 126598 / 304016A – Automotive Paint & Supplies – Fleet Management – General Services Department

Dear Mr. Bohannon:

Council approval is recommended to issue a blanket contracts for Automotive Paint & Supplies, Fleet Management, General Services 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 the contracts will total \$40,000 annually.

The invitation to bid was sent to seven (7) vendors 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

Southern Auto Body Supply, Inc.
Paradise Paint LLC

I recommend awarding the blanket contracts for Automotive Paint & Supplies to Southern Auto Body Supply, Inc. and Paradise Paint LLC as the best complete bids meeting specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

Bid Spreadsheet for Automotive Paint & Supplies
Requisition No. 126598, Bid No. 304016A

| Part # | Part # for Alternate Bid | Part Description | Estimated Quantities | Unit | Southern Auto Body Supply, Inc. | | Paradise Paint | |
|----------------|--------------------------|---|----------------------|------|--|-------------|----------------|-------------|
| | | | | | Bid Price | Total Cost | Bid Price | TOTAL COST |
| AME AM | | 36 1 1/2" American Blue Masking Tape | 140 | RL | \$ 3.75 | \$525.00 | \$ 3.75 | \$525.00 |
| AME AM18 | | 3/4" American Blue Tape | 140 | RL | \$ 1.88 | \$263.20 | \$ 1.87 | \$261.80 |
| FGF 156 | | Lightweight Body Filler, includes Hardener | 25 | EA | \$ 11.59 | \$289.75 | \$ 15.81 | \$395.25 |
| MIR 23-622-080 | | 6" Gold Velcro DA Paper, 80 GRIT | 10 | EA | \$ 23.53 | \$235.30 | \$ 31.92 | \$319.20 |
| MIR 23-622-180 | | 6" Gold Velcro DA Paper, 180 GRIT | 10 | EA | \$ 22.06 | \$220.60 | \$ 27.82 | \$278.20 |
| MMM 16000 PPS | | Paint Lids & Liners, 22 oz., 50 Lids/Liners per Box | 10 | EA | \$ 87.16 | \$871.60 | \$ 108.56 | \$1,085.60 |
| MMM 16028 PPS | | Paint Lids & Liners, 3 oz., 50 Lids/Liners per Box | 10 | EA | \$ 62.34 | \$623.40 | \$ 44.25 | \$442.50 |
| MMM 7196 | | Replacement Cartridge for PPR Fresh Air System/Respirator | 10 | EA | \$ 76.48 | \$764.80 | \$ 82.36 | \$823.60 |
| PPG DBC GAL | | Deltron Basecoat Gallon Color Mixed | 25 | GAL | \$ 343.95 | \$8,598.75 | | \$0.00 |
| PPG DC4000G | | Premium Clearcoat, per Gallon | 12 | GAL | \$ 208.91 | \$2,506.92 | | \$0.00 |
| PPG DCC GAL | | Concept Single Stage Gallon Color Mixed | 25 | GAL | \$ 302.58 | \$7,564.50 | | \$0.00 |
| PPG DCH3085Q | | Clearcoat Hardener for DC4000 4:1 | 34 | EA | \$ 70.91 | \$2,410.94 | | \$0.00 |
| PPG DCU2021G | | Premium Clearcoat, per Gallon | 12 | GAL | \$ 182.01 | \$2,184.12 | | \$0.00 |
| PPG DT885G | | Medium PPG Reducer | 10 | EA | \$ 54.16 | \$541.60 | | \$0.00 |
| PPG DT895G | | Slow PPG Reducer | 25 | EA | \$ 54.16 | \$1,354.00 | | \$0.00 |
| PPG DU5Q | | Hardener for DCC Single Stage & DCU2021 Clearcoat | 20 | EA | \$ 81.68 | \$1,633.60 | | \$0.00 |
| PPG DX320G | | Wax & Grease Remover | 4 | EA | \$ 37.96 | \$151.84 | | \$0.00 |
| PPG K201Q | | Hardener for K36 (5:1) & K38 (4:1) | 20 | EA | \$ 77.54 | \$1,550.80 | | \$0.00 |
| PPG K36G | | Primer Surfacer, per Gallon 5:1 | 20 | GAL | \$ 167.96 | \$3,359.20 | | \$0.00 |
| PPG K38G | | Primer Surfacer, per Gallon 4:1 | 20 | GAL | \$ 185.73 | \$3,714.60 | | \$0.00 |
| R-M-DGZ-GAL | | Diamont with "Z" Suffix | 25 | GAL | | | \$ 351.99 | \$8,799.75 |
| R-M-DPZ-GAL | | Diamont with "Z" Suffix | 12 | GAL | | | \$ 52.32 | \$627.84 |
| R-M-DQA | | SPB with "A" Suffix | 5 | QT | | | \$ 115.63 | \$578.15 |
| R-M-DQB-QT | | Diamont with "B" Suffix | 1 | QT | | | \$ 146.68 | \$146.68 |
| R-M-DQZ-QT | | Diamont with "Z" Suffix | 8 | QT | | | \$ 98.42 | \$787.36 |
| USC-115-5 | | Premium Grade Lacquer Thinner, 5 Gallon Pail | 3 | 5GAL | | | \$ 25.15 | \$75.45 |
| THI 10W | | Gallon Pail Clean Up Lacquer Thinner | 6 | GAL | \$ 35.29 | \$211.74 | | \$0.00 |
| USC 26006 | | Icing Polyester Putty, 24 oz. Tube, includes Hardener | 20 | Tube | \$ 20.29 | \$405.80 | \$ 21.56 | \$431.20 |
| | | | | | 15% | \$39,576.26 | 24% | \$15,577.58 |
| | | | | | Automotive Paint & Supply Items Not Listed Above at Cost + _____ % | | | |

Southern Autobody Supply, Inc.
1823 Rossville Avenue
Chattanooga, TN 37408

Finishmaster
6116 Preservation Drive
Chattanooga, TN 37416

Paradise Paint LLC
2811 Dodson Avenue
Chattanooga, TN 37406

Single Source, Inc.
3400 Division Street
Knoxville, TN 37919

Byrd's Automotive
2511 Riverside Drive
Suite A-2
Chattanooga, TN 37406

Sherwin Williams
1315 East 23rd Street
Chattanooga, TN 37404

PPG Architectural Finishes Inc.
2409 South Broad Street
Chattanooga, TN 37408



City of Chattanooga

Mayor Andy Berke

October 31, 2016

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

Subject: 137424 / 304307 – Fasteners (Nuts, Bolts, Washers) – Fleet Management – General Services Department

Dear Mr. Bohannon:

Council approval is recommended to issue a blanket contracts for Fasteners (Nuts, Bolts, Washers), Fleet Management, General Services 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 \$70,000 annually.

The invitation to bid was sent to twelve (12) 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

Atlas Bolt & Supply Company
Hayward Bolt & Specialty

Walter A. Wood Supply Company

I recommend awarding the blanket contracts for Fasteners (Nuts, Bolts, Washers) to Atlas Bolt & Supply Company and Hayward Bolt & Specialty 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. 304307/ Req No. 137424
Fasteners (Nuts, Bolts, Washers)

| Item # | Atlas Bolt & Supply Company | | | | Hayward Bolt & Specialty | | | | Walter A. Wood Supply | | | |
|--------|---|------------|----------------|------|---|----------------|------------|------------|---|------|------------|----------------|
| | Unit | Unit Price | Extended Price | Unit | Unit Price | Extended Price | Unit | Unit Price | Extended Price | Unit | Unit Price | Extended Price |
| 1 | 1/2" Grade 5 Lock Washer | Each | \$ 0.015 | | 1/2" Grade 5 Lock Washer | Each | \$ 0.0217 | | 1/2" Grade 5 Lock Washer | Each | \$ 0.08 | |
| 2 | 1/2" Grade 5 SAE Flat Washer | Each | \$ 0.0103 | | 1/2" Grade 5 SAE Flat Washer | Each | \$ 0.01758 | | 1/2" Grade 5 SAE Flat Washer | Each | \$ 0.12 | |
| 3 | 1/2"-13 Grade 5 Hex Nut | Each | \$ 0.0183 | | 1/2"-13 Grade 5 Hex Nut | Each | \$ 0.036 | | 1/2"-13 Grade 5 Hex Nut | Each | \$ 0.11 | |
| 4 | 1/2"-13 Grade 8 Hex Nut | Each | \$ 0.0335 | | 1/2"-13 Grade 8 Hex Nut | Each | \$ 0.0513 | | 1/2"-13 Grade 8 Hex Nut | Each | \$ 0.19 | |
| 5 | 1/2"-13 Grade 8 Nyloc Hex Nut | Each | \$ 0.0507 | | 1/2"-13 Grade 8 Nyloc Hex Nut | Each | \$ 0.0743 | | 1/2"-13 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 6 | 1/2"-13 Grade 8 Steel Lock Hex Nut | Each | \$ 0.044 | | 1/2"-13 Grade 8 Steel Lock Hex Nut | Each | \$ 0.0644 | | 1/2"-13 Grade 8 Steel Lock Hex Nut | Each | | No Bid |
| 7 | 1/2"-13 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.067 | | 1/2"-13 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1014 | | 1/2"-13 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.23 | |
| 8 | 1/2"-13 x 1 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.102 | | 1/2"-13 x 1 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.1491 | | 1/2"-13 x 1 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.46 | |
| 9 | 1/2"-13 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.053 | | 1/2"-13 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.0810 | | 1/2"-13 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.37 | |
| 10 | 1/2"-13 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.101 | | 1/2"-13 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1566 | | 1/2"-13 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.69 | |
| 11 | 1/2"-13 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.1515 | | 1/2"-13 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.2222 | | 1/2"-13 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.35 | |
| 12 | 1/2"-13 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.0845 | | 1/2"-13 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.1235 | | 1/2"-13 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.28 | |
| 13 | 1/2"-13 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.1275 | | 1/2"-13 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.1837 | | 1/2"-13 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.47 | |
| 14 | 1/2"-13 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1325 | | 1/2"-13 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.2132 | | 1/2"-13 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.93 | |
| 15 | 1/2"-13 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.119 | | 1/2"-13 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.1881 | | 1/2"-13 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.41 | |
| 16 | 1/2"-13 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.1785 | | 1/2"-13 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.2618 | | 1/2"-13 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.41 | |
| 17 | 1/2"-13 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.1515 | | 1/2"-13 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.2217 | | 1/2"-13 x 4" Grade 5 Hex Head Bolt | Each | \$ 1.04 | |
| 18 | 1/2"-13 x 4" Grade 8 Hex Head Bolt | Each | \$ 0.23 | | 1/2"-13 x 4" Grade 8 Hex Head Bolt | Each | \$ 0.3368 | | 1/2"-13 x 4" Grade 8 Hex Head Bolt | Each | \$ 1.00 | |
| 19 | 1/2"-13 x 6" Grade 8 Hex Head Bolt | Each | \$ 0.357 | | 1/2"-13 x 6" Grade 8 Hex Head Bolt | Each | \$ 0.5236 | | 1/2"-13 x 6" Grade 8 Hex Head Bolt | Each | \$ 1.29 | |
| 20 | 1/2"-20 Grade 8 Hex Nut | Each | \$ 0.0425 | | 1/2"-20 Grade 8 Hex Nut | Each | \$ 0.0623 | | 1/2"-20 Grade 8 Hex Nut | Each | \$ 0.31 | |
| 21 | 1/2"-20 Grade 8 Nyloc Hex Nut | Each | \$ 0.055 | | 1/2"-20 Grade 8 Nyloc Hex Nut | Each | \$ 0.1653 | | 1/2"-20 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 22 | 1/4" Grade 5 SAE Flat Washer | Each | \$ 0.0065 | | 1/4" Grade 5 SAE Flat Washer | Each | \$ 0.005 | | 1/4" Grade 5 SAE Flat Washer | Each | \$ 0.08 | |
| 23 | 1/4" Grade 5 SAE Lock Washer | Each | \$ 0.003 | | 1/4" Grade 5 SAE Lock Washer | Each | \$ 0.0044 | | 1/4" Grade 5 SAE Lock Washer | Each | \$ 0.02 | |
| 24 | 1/4"-20 Grade 5 Hex Nut | Each | \$ 0.0035 | | 1/4"-20 Grade 5 Hex Nut | Each | \$ 0.00806 | | 1/4"-20 Grade 5 Hex Nut | Each | \$ 0.03 | |
| 25 | 1/4"-20 Grade 8 Hex Nut | Each | \$ 0.0075 | | 1/4"-20 Grade 8 Hex Nut | Each | \$ 0.0514 | | 1/4"-20 Grade 8 Hex Nut | Each | \$ 0.04 | |
| 26 | 1/4"-20 Grade 8 Nyloc Hex Nut | Each | \$ 0.0112 | | 1/4"-20 Grade 8 Nyloc Hex Nut | Each | \$ 0.0164 | | 1/4"-20 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 27 | 1/4"-20 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.021 | | 1/4"-20 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.0327 | | 1/4"-20 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.15 | |
| 28 | 1/4"-20 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.0357 | | 1/4"-20 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.0469 | | 1/4"-20 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.24 | |
| 29 | 1/4"-20 x 1 1/2" Vgrade 5 Hex Head Bolt | Each | \$ 0.016 | | 1/4"-20 x 1 1/2" Vgrade 5 Hex Head Bolt | Each | \$ 0.0243 | | 1/4"-20 x 1 1/2" Vgrade 5 Hex Head Bolt | Each | \$ 0.11 | |
| 30 | 1/4"-20 x 1 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.0255 | | 1/4"-20 x 1 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.041 | | 1/4"-20 x 1 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.11 | |
| 31 | 1/4"-20 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.013 | | 1/4"-20 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.019 | | 1/4"-20 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.04 | |
| 32 | 1/4"-20 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.019 | | 1/4"-20 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.0303 | | 1/4"-20 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.08 | |
| 33 | 1/4"-20 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.026 | | 1/4"-20 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0416 | | 1/4"-20 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.14 | |
| 34 | 1/4"-20 x 3 1/2" Grade 5 Hex head Bolt | Each | \$ 0.0371 | | 1/4"-20 x 3 1/2" Grade 5 Hex head Bolt | Each | \$ 0.1035 | | 1/4"-20 x 3 1/2" Grade 5 Hex head Bolt | Each | \$ 0.28 | |
| 35 | 1/4"-20 x 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.0165 | | 1/4"-20 x 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.0446 | | 1/4"-20 x 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.07 | |
| 36 | 1/4"-20 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.047 | | 1/4"-20 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.1149 | | 1/4"-20 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.31 | |
| 37 | 1/4"-28 Grade 8 Hex Nut | Each | \$ 0.0085 | | 1/4"-28 Grade 8 Hex Nut | Each | \$ 0.0306 | | 1/4"-28 Grade 8 Hex Nut | Each | \$ 0.03 | |
| 38 | 1/4"-28 Grade 8 Nyloc Hex Nut | Each | \$ 0.013 | | 1/4"-28 Grade 8 Nyloc Hex Nut | Each | \$ 0.0368 | | 1/4"-28 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 39 | 3/4"-10 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.3985 | | 3/4"-10 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.5775 | | 3/4"-10 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 1.00 | |
| 40 | 3/8" Grade 5 Lock Washer | Each | \$ 0.0074 | | 3/8" Grade 5 Lock Washer | Each | \$ 0.0654 | | 3/8" Grade 5 Lock Washer | Each | \$ 0.44 | |
| 41 | 3/8" Grade 5 SAE Flat Washer | Each | \$ 0.0043 | | 3/8" Grade 5 SAE Flat Washer | Each | \$ 0.007 | | 3/8" Grade 5 SAE Flat Washer | Each | \$ 0.13 | |
| 42 | 3/8"-16 Grade 5 Hex Nut | Each | \$ 0.0076 | | 3/8"-16 Grade 5 Hex Nut | Each | \$ 0.0153 | | 3/8"-16 Grade 5 Hex Nut | Each | \$ 0.06 | |
| 43 | 3/8"-16 Grade 8 Hex Nut | Each | \$ 0.015 | | 3/8"-16 Grade 8 Hex Nut | Each | \$ 0.0218 | | 3/8"-16 Grade 8 Hex Nut | Each | \$ 0.10 | |
| 44 | 3/8"-16 Grade 8 Nyloc Hex Nut | Each | \$ 0.0212 | | 3/8"-16 Grade 8 Nyloc Hex Nut | Each | \$ 0.0327 | | 3/8"-16 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 45 | 3/8"-16 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0331 | | 3/8"-16 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0545 | | 3/8"-16 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.23 | |
| 46 | 3/8"-16 x 1 1/2" Grade 8 Hex Head Nut | Each | \$ 0.0685 | | 3/8"-16 x 1 1/2" Grade 8 Hex Head Nut | Each | \$ 0.0854 | | 3/8"-16 x 1 1/2" Grade 8 Hex Head Nut | Each | \$ 0.26 | |
| 47 | 3/8"-16 x 1 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.0625 | | 3/8"-16 x 1 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.0917 | | 3/8"-16 x 1 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.29 | |
| 48 | 3/8"-16 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.024 | | 3/8"-16 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.0397 | | 3/8"-16 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.17 | |
| 49 | 3/8"-16 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.041 | | 3/8"-16 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.0658 | | 3/8"-16 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.19 | |
| 50 | 3/8"-16 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0525 | | 3/8"-16 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0952 | | 3/8"-16 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.36 | |
| 51 | 3/8"-16 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.0865 | | 3/8"-16 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.1264 | | 3/8"-16 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.40 | |
| 52 | 3/8"-16 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.044 | | 3/8"-16 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.073 | | 3/8"-16 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.29 | |
| 53 | 3/8"-16 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.07 | | 3/8"-16 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.1015 | | 3/8"-16 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.34 | |
| 54 | 3/8"-16 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0715 | | 3/8"-16 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1285 | | 3/8"-16 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.52 | |
| 55 | 3/8"-16 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.062 | | 3/8"-16 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.1024 | | 3/8"-16 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.42 | |
| 56 | 3/8"-16 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.101 | | 3/8"-16 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.1481 | | 3/8"-16 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.47 | |
| 57 | 3/8"-16 x 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.0385 | | 3/8"-16 x 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.0557 | | 3/8"-16 x 3/4" Grade 8 Hex Head Bolt | Each | \$ 0.17 | |
| 58 | 3/8"-16 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.0835 | | 3/8"-16 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.1338 | | 3/8"-16 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.58 | |
| 59 | 3/8"-16 x 4" Grade 8 Hex Head Bolt | Each | \$ 0.1345 | | 3/8"-16 x 4" Grade 8 Hex Head Bolt | Each | \$ 0.197 | | 3/8"-16 x 4" Grade 8 Hex Head Bolt | Each | \$ 0.43 | |
| 60 | 3/8"-16 x 5/8" Grade 8 Hex Head Bolt | Each | \$ 0.011 | | 3/8"-16 x 5/8" Grade 8 Hex Head Bolt | Each | \$ 0.0554 | | 3/8"-16 x 5/8" Grade 8 Hex Head Bolt | Each | \$ 0.13 | |
| 61 | 3/8"-16 x 6" Grade 8 Hex Head Bolt | Each | \$ 0.2115 | | 3/8"-16 x 6" Grade 8 Hex Head Bolt | Each | \$ 0.3816 | | 3/8"-16 x 6" Grade 8 Hex Head Bolt | Each | \$ 0.82 | |

**Bid Tabulation - Bid No. 304307/ Req No. 137424
Fasteners (Nuts, Bolts, Washers)**

| Item # | Unit | Atlas Bolt & Supply Company | | Unit | Hayward Bolt & Specialty | | Unit | Walter A. Wood Supply | | | |
|--------------|---|-----------------------------|----------------|-------------|---|----------------|--------------|---|--|--------------|--------|
| | | Unit Price | Extended Price | | Unit Price | Extended Price | | Unit Price | Extended Price | | |
| 62 | 3/8"-24 Grade 8 Hex Nut | Each | \$ 0.0175 | | 3/8"-24 Grade 8 Hex Nut | Each | \$ 0.0269 | 3/8"-24 Grade 8 Hex Nut | Each | \$ 0.08 | |
| 63 | 3/8"-24 Grade 8 Nyloc Hex Nut | Each | \$ 0.026 | | 3/8"-24 Grade 8 Nyloc Hex Nut | Each | \$ 0.0704 | 3/8"-24 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 64 | 5/16" Grade 5 Lock Washer | Each | \$ 0.0051 | | 5/16" Grade 5 Lock Washer | Each | \$ 0.0098 | 5/16" Grade 5 Lock Washer | Each | \$ 0.03 | |
| 65 | 5/16" Grade 5 SAE Flat Washer | Each | \$ 0.0034 | | 5/16" Grade 5 SAE Flat Washer | Each | \$ 0.00602 | 5/16" Grade 5 SAE Flat Washer | Each | \$ 0.09 | |
| 66 | 5/16"-18 Grade 5 Hex Nut | Each | \$ 0.0059 | | 5/16"-18 Grade 5 Hex Nut | Each | \$ 0.012 | 5/16"-18 Grade 5 Hex Nut | Each | \$ 0.04 | |
| 67 | 5/16"-18 Grade 8 Hex Nut | Each | \$ 0.0108 | | 5/16"-18 Grade 8 Hex Nut | Each | \$ 0.0165 | 5/16"-18 Grade 8 Hex Nut | Each | \$ 0.07 | |
| 68 | 5/16"-18 Grade 8 Nyloc Hex Nut | Each | \$ 0.015 | | 5/16"-18 Grade 8 Nyloc Hex Nut | Each | \$ 0.0214 | 5/16"-18 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 69 | 5/16"-18 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0235 | | 5/16"-18 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0392 | 5/16"-18 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.16 | |
| 70 | 5/16"-18 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.0172 | | 5/16"-18 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.0285 | 5/16"-18 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.06 | |
| 71 | 5/16"-18 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0375 | | 5/16"-18 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.0677 | 5/16"-18 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.25 | |
| 72 | 5/16"-18 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.0565 | | 5/16"-18 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.089 | 5/16"-18 x 2 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.28 | |
| 73 | 5/16"-18 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.0325 | | 5/16"-18 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.0502 | 5/16"-18 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.21 | |
| 74 | 5/16"-18 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.0505 | | 5/16"-18 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.0816 | 5/16"-18 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.23 | |
| 75 | 5/16"-18 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.071 | | 5/16"-18 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1043 | 5/16"-18 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.75 | |
| 76 | 5/16"-18 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.0465 | | 5/16"-18 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.0718 | 5/16"-18 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.32 | |
| 77 | 5/16"-18 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.0725 | | 5/16"-18 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.1052 | 5/16"-18 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.33 | |
| 78 | 5/16"-18 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.0635 | | 5/16"-18 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.1191 | 5/16"-18 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.46 | |
| 79 | 5/16"-24 Grade 8 Hex Nut | Each | \$ 0.0125 | | 5/16"-24 Grade 8 Hex Nut | Each | \$ 0.0183 | 5/16"-24 Grade 8 Hex Nut | Each | \$ 0.06 | |
| 80 | 5/16"-24 Grade 8 Nyloc Hex Nut | Each | \$ 0.0171 | | 5/16"-24 Grade 8 Nyloc Hex Nut | Each | \$ 0.0472 | 5/16"-24 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 81 | 5/8"-11 Grade 8 Hex Nut | Each | \$ 0.064 | | 5/8"-11 Grade 8 Hex Nut | Each | \$ 0.0974 | 5/8"-11 Grade 8 Hex Nut | Each | \$ 0.36 | |
| 82 | 5/8"-11 Grade 8 Nyloc Hex Nut | Each | \$ 0.105 | | 5/8"-11 Grade 8 Nyloc Hex Nut | Each | \$ 0.1458 | 5/8"-11 Grade 8 Nyloc Hex Nut | Each | | No Bid |
| 83 | 5/8"-11 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.174 | | 5/8"-11 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.2545 | 5/8"-11 x 1" Grade 8 Hex Head Bolt | Each | \$ 0.48 | |
| 84 | 5/8"-11 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.212 | | 5/8"-11 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.3098 | 5/8"-11 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.53 | |
| 85 | 5/8"-11 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.29 | | 5/8"-11 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.4250 | 5/8"-11 x 3" Grade 8 Hex Head Bolt | Each | \$ 0.63 | |
| 86 | 5/8"-11 x 5" Grade 8 Hex Head Bolt | Each | \$ 0.455 | | 5/8"-11 x 5" Grade 8 Hex Head Bolt | Each | \$ 0.6668 | 5/8"-11 x 5" Grade 8 Hex Head Bolt | Each | \$ 2.16 | |
| 87 | 5/8"-18 Grade 8 Hex Nut | Each | \$ 0.0835 | | 5/8"-18 Grade 8 Hex Nut | Each | \$ 0.1219 | 5/8"-18 Grade 8 Hex Nut | Each | \$ 0.39 | |
| 88 | 7/16" Grade 5 Lock Washer | Each | \$ 0.014 | | 7/16" Grade 5 Lock Washer | Each | \$ 0.0203 | 7/16" Grade 5 Lock Washer | Each | \$ 0.06 | |
| 89 | 7/16" Grade 5 SAE Flat Washer | Each | \$ 0.01 | | 7/16" Grade 5 SAE Flat Washer | Each | \$ 0.0112 | 7/16" Grade 5 SAE Flat Washer | Each | \$ 0.17 | |
| 90 | 7/16"-14 Grade 5 Hex Nut | Each | \$ 0.0195 | | 7/16"-14 Grade 5 Hex Nut | Each | \$ 0.0334 | 7/16"-14 Grade 5 Hex Nut | Each | \$ 0.09 | |
| 91 | 7/16"-14 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.065 | | 7/16"-14 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1054 | 7/16"-14 x 1 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.27 | |
| 92 | 7/16"-14 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.0425 | | 7/16"-14 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.0792 | 7/16"-14 x 1" Grade 5 Hex Head Bolt | Each | \$ 0.21 | |
| 93 | 7/16"-14 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.098 | | 7/16"-14 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1731 | 7/16"-14 x 2 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.42 | |
| 94 | 7/16"-14 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.0665 | | 7/16"-14 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.1423 | 7/16"-14 x 2" Grade 5 Hex Head Bolt | Each | \$ 0.35 | |
| 95 | 7/16"-14 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.153 | | 7/16"-14 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.1923 | 7/16"-14 x 3 1/2" Grade 5 Hex Head Bolt | Each | \$ 0.58 | |
| 96 | 7/16"-14 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.096 | | 7/16"-14 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.169 | 7/16"-14 x 3" Grade 5 Hex Head Bolt | Each | \$ 0.50 | |
| 97 | 7/16"-14 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.155 | | 7/16"-14 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.2518 | 7/16"-14 x 4" Grade 5 Hex Head Bolt | Each | \$ 0.65 | |
| 98 | 9/16"-12 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.3755 | | 9/16"-12 x 2" Grade 8 Hex Head Bolt | Each | \$ 0.329 | 9/16"-12 x 2" Grade 8 Hex Head Bolt | Each | \$ 2.44 | |
| 99 | 9/16"-12 x 4 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.45 | | 9/16"-12 x 4 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.6472 | 9/16"-12 x 4 1/2" Grade 8 Hex Head Bolt | Each | \$ 0.76 | |
| 100 | 9/16"-12 x 4" Grade 8 Hex Head Bolt | Each | \$ 0.3825 | | 9/16"-12 x 4" Grade 8 Hex Head Bolt | Each | \$ 0.5613 | 9/16"-12 x 4" Grade 8 Hex Head Bolt | Each | \$ 1.36 | |
| 101 | Fasteners (Nuts, Bolts, Washers) Not Listed Above at Cost + % | | 10% | | Fasteners (Nuts, Bolts, Washers) Not Listed Above at Cost + % | | 40% | Fasteners (Nuts, Bolts, Washers) Not Listed Above at Cost + % | | 25% | |
| TOTAL | | | | 7.98 | | | 12.28 | | | 34.10 | |
| Contact: | Stacy Slansell | | | | June Card | | | | Carrie Haight | | |
| Location: | 615 East Main Street Chatt, TN 37408 | | | | 2805 S. Orchard Knob Ave Chatt, TN 37407 | | | | 4509 Rossville Blvd Chatt, TN 37407 | | |
| Pymt Terms: | 1% 10, net 30 | | | | 1% 10, net 30 | | | | 1% 10, net 30 | | |

Atlas Bolt & Supply Company
615 E. Main Street
Chattanooga, TN 37408

**Hayward Bolt & Specialty
Company, Inc.**
2805 S. Orchard Knob Avenue
Chattanooga, TN 37407

Walter A. Wood Supply Company
4509 Rossville Blvd.
Chattanooga, TN 37407

Ram Tool & Supply Company
2011 Curtain Pole Road
Chattanooga, TN 37406

Elder's Ace Hardware
4921 Hwy. 58
Chattanooga, TN 37416

Grainger Industrial Supply Inc.
902 Creekside Drive
Chattanooga, TN 37406

Lawson Products
8770 W. Bryn Mawr, Suite 900
Chicago, IL 60631

Bolts & Nuts
4191 S. Creek Road
Chattanooga, TN 37406

Fastenal
3740 Powers Court #200
Chattanooga, TN 37416

Rabbit Enterprises, Inc.
1526 Dodds Avenue
Chattanooga, TN 37404

Dillon Supply Company
1208 E. 23rd Street
Chattanooga, TN 37408

Tri-State Fasteners Inc.
2303 E. 28th Street
Chattanooga, TN 37407



City of Chattanooga

Mayor Andy Berke

October 31, 2016

Mr. David Carmody
Deputy Chief Operating Officer
Purchasing Department
101 East 11th Street
Chattanooga, TN 37402

**Subject: Contract Renewal of Blanket PO No. 535197 – Newspaper & Online Advertising
– City Wide – Purchasing Department**

Dear Mr. Carmody:

Council approval is recommended to renew Blanket PO No. 535197 for Newspaper & Online Advertising, City Wide, Purchasing Department. The City of Chattanooga is renewing the first (1st) contract renewal option for twelve (12) months through November 14, 2017, for an estimated annual amount of \$150,000. Council approved Blanket PO No. 535197 on October 13, 2015. A copy of the signed letter from the vendor, amount released from Blanket PO No. 535197, and a copy of the contract are enclosed.

This is a sole source contract, as Chattanooga Times Free Press is the only major local daily newspaper company servicing the Chattanooga areas. TCA 6-56-304.2 allows for this sole source contract exempted from the usual advertising and bidding procedures.

I recommend renewing Blanket PO No. 535197 for Newspaper & Online Advertising to Chattanooga Times Free Press.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments



City of Chattanooga

Mayor Andy Berke

September 23, 2016

Chattanooga Times Free Press
Attn: Jim Stevens
400 East 11th Street
Chattanooga, TN 37403

Subject: 535197 – Newspaper & On-Line Advertising

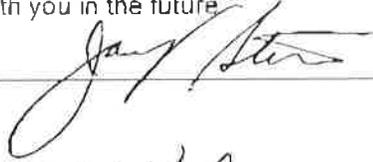
Dear Mr. Stevens:

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

The new expiration date will be November 14, 2017.

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

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

Signed:  Date: 10/5/16

Sincerely,



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

Blanket PO No. 535197 - Newspaper & On-Line Advertising

| Contract Dated | Amount Released |
|---|----------------------|
| November 15, 2015 - October 3, 2016 | \$ 99,967.29 |
| November 15, 2016 - November 14, 2017 | \$ - |
| November 15, 2017 - November 14, 2018 | \$ - |
| November 15, 2018 - November 14, 2019 | \$ - |
| November 15, 2019 - November 14, 2020 | \$ - |
| Total: | \$ 99,967.29 |
| Average: | \$ 99,967.29 |
| Council Approved Amount on October 13, 2015: | \$ 150,000.00 |

Purchase Order BLANKET



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

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| V E N D O R | Vendor Number: 227025 Vendor Alternate ID: 456 Chattanooga Times Free Press 400 East 11th St Chattanooga, TN 37403 |
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| PO Date: 14-OCT-15 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate | Purchase Order Number 535197 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below. |
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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 / Bid No.: 116008 / 303844 Ordering Dept.: Purchasing Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Newspaper and On-Line Advertising of Events ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Newspaper and On-Line Advertising of Events for the City of Chattanooga. The Contract Term May Be Renewed For An Additional Four (4) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. | | | | | |

***** 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

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| Requestor | Requisition Number | Bid Number | | | | |
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| Line Nbr | Item ID | Item Description | Quantity | Unit | Unit Price | Total |
| <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 is issued in accordance with the Chattanooga Times Free Press bid received on September 16, 2015 is hereby made part of this contract.</p> <p>City Council approved on October 13, 2015.</p> <p>Contract dates: November 15, 2015 to November 14, 2016</p> <p>Vendor Contact: Jim Stevens Phone No.: 423-757-6900 Email: legals@timesfreepress.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 & Conditions, and the bid or quotation.</p> <p>Representative: <u><i>Jerse Stevens</i></u> Title: <u>Operations Mgr.</u> Date: <u>10/29/15</u></p> <p>Agreed to and accepted by: CITY OF CHATTANOOGA, TENNESSEE Name/Title: <u><i>Mark McKeel</i></u> 10/16/15 Department: <u><i>Purchasing</i></u></p> | | | | | | |

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| Requestor | | | Requisition Number | | Bid Number |
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| Line Nbr | Item ID - Item Description | Quantity | Unit | Unit Price | Total |
| 3 | Employment Advertising; Newspaper - Line Ads, per line, per day (1 Day) | 0.00 | Each | \$ 7.0500 | \$ 0.00 |
| 4 | Employment Advertising; Newspaper - Line Ads, per line, per day (3 Days) | 0.00 | Each | \$ 5.1700 | \$ 0.00 |
| 5 | Employment Advertising; Newspaper - Line Ads, per line, per day (7 Days) | 0.00 | Each | \$ 4.0800 | \$ 0.00 |
| 9 | Employment Advertising; On-Line, 7-days | 0.00 | Each | \$ 42.0000 | \$ 0.00 |
| 10 | Employment Advertising; On-Line, 30-days on Jobs Networks including Indeed, Zip Recruiter, etc. | 0.00 | Each | \$ 115.0000 | \$ 0.00 |
| 11 | Employment Advertising; On-Line, 30-days on the Diversity Network | 0.00 | Each | \$ 50.0000 | \$ 0.00 |
| 12 | Employment Advertising; On-Line, 30-days on Facebook and Twitter | 0.00 | Each | \$ 85.0000 | \$ 0.00 |
| 13 | Advertising; Daily (per Line) | 0.00 | Each | \$ 2.7300 | \$ 0.00 |
| 14 | Advertising; Saturday (per Line) | 0.00 | Each | \$ 2.9900 | \$ 0.00 |
| 15 | Advertising; Sunday (per Line) | 0.00 | Each | \$ 3.1700 | \$ 0.00 |

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| Requestor | | | Requisition Number | | Bid Number |
|-----------|---|----------|--------------------|-------------|------------|
| Line Nbr | Item ID - Item Description | Quantity | Unit | Unit Price | Total |
| 19 | Affidavits; when requested | 0.00 | Each | \$ 10.0000 | \$ 0.00 |
| 20 | Advertising; YFD, Half Page, Full Color, Print Advertisement, including Supplying Printing, Duplication, and Distribution of Youth & Family Development Activities and Announcements to run Monthly (during School Year) | 0.00 | Month | \$ 459.0000 | \$ 0.00 |
| 21 | Advertising; YFD, Quarter Page, Full Color, Print Advertisement, including Supplying Printing, Duplication, and Distribution of Youth & Family Development Activities and Announcement to run Monthly (Feb, April & July) | 0.00 | Month | \$ 880.0000 | \$ 0.00 |

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

October 31, 2016

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

Subject: 141835/304412 – Supply and Installation of Catenary Bar Screen – Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended for the Supply and Installation of a Catenary Bar Screen for the Waste Resources Division of the Public Works Department. This will be a replacement at the 19th Street Pump Station.

The invitation to bid was sent to sixteen (16) vendors as well as formally advertised. Three (3) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

| <u>Bidder</u> | <u>Bid</u> |
|--------------------|------------|
| P. F. Moon and Co. | \$153,000 |
| Haren Construction | \$211,000 |
| H&H Brown Co. | \$215,500 |

I recommend awarding this purchase to P. F. Moon and Co. in the amount of \$153,000. P. F. Moon and Co. offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward
Director of Purchasing

Bid Tabulation -

RFQ # 304412

Catenary Bar Screen

| Item # | Quantity | PF Moon and Co. | | Haren Construction | | H&H Brown | |
|--------|----------|-----------------|----------------|--------------------|----------------|------------|----------------|
| | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| 1 | 1 | 153,000.00 | 153,000.00 | 211,000.00 | 211,000.00 | 215,500.00 | 215,500.00 |
| Total | | | \$153,000.00 | | \$211,000.00 | | \$215,500.00 |

Catenary Bar Screen – Requisition 141835

Guthrie Sales
7003 Chadwick Drive
Suite 300
Brentwood, TN 37027

Southern Water Technologies
Bldg. H, Suite 2
4343 Shallowford Road
Marietta, GA 30062

Combs & Associates, Inc.
P.O. Box 32185
Charlotte, NC 28232-2185

Instrument & Supply, Inc
P.O. Box 1679
Hot Springs, AR 71902

Mechanical Equipment Co.
1301 Industrial Drive
Mathews, NC 28106

BAR Environmental, Inc..
51 Century Boulevard, Suite 307
Nashville, TN 37214

WesTech Engineering, Inc.
3665 S. West Temple
Salt Lake City, UT 84115

Hydro-Dyne Engineering
4750 118th Avenue North
Clearwater, FL 33762

Specialized Operations Services
4095 Hidden Valley Road
Cleveland, TN 37312

Smith Contractors Inc.
P.O. Box 480
Lawrenceburg, KY 40342

J.S. Haren Co.
1175 Hwy 11 N,
Athens, TN 37303

Haren Construction
PO Box 350
Etowah, TN 37331-0350

RTD Construction
38038 North Ave
Zephyrhills, FL 33542

Jake Marshall, LLC
2912 South Hickory Street
Chattanooga, TN 37407

H&H Brown, Inc.
P.O. Box 3571
Chattanooga, TN 37404

AGC of Tennessee
101 West 21st St.
Chattanooga, TN 37408



City of Chattanooga

Mayor Andy Berke

November 1, 2016

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

Subject: 142573/304434 – Vapor Phase Odor Neutralizing Products and Service –
Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended to issue a blanket contract for Vapor Phase Odor Neutralizing Products and Service for the Waste Resources Division of the Public Works Department. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. The estimated annual expenditure for the contract is \$25,000.

The invitation to bid was sent to eight (8) vendors as well as formally advertised. Two (2) responses were received as shown below and on the attachment. Copies of the bids are retained on file and available for review in the Purchasing Office upon request.

Bidders

Bio Triad Environmental, Inc.
NCM Odor Control

I recommend awarding this blanket contract to Bio Triad Environmental, Inc. Bio Triad Environmental, Inc. offers the lowest and best bid which meets the specifications for the City of Chattanooga.

Respectfully,

Bonnie Woodward
Director of Purchasing

Bid Tabulation - RFQ # 304434 Vapor Phase Odor Control Services

| Item # | Item | Bio Triad Environmental Unit Price | NCM Odor Control Unit Price |
|--------|-----------------|------------------------------------|-----------------------------|
| 1 | Monthly Program | \$1,980.00 | \$4,125.00 |
| Total | | \$1,980.00 | \$5,181.81 |

Vapor Phase Odor Neutralizing Products & Service – Requisition 142573

Bio Triad Environmental Inc.
11 Foundry Street, Ste 109
Stroudsburg, PA 18360

Sterling Water Technologies
PO Box 602
Columbia, TN 38402-0602

KCO Odor Control Ltd.
94 Hanging Rock Estates Lane
Banner Elk, NC 28604

Carbon Activated Corp.
3774 Hoover Road
Blasdell, NY 14219

Coyne Environmental Services
3015 State Road
Croydon, PA 19021-6997

Ecologix Environmental Systems
11800 Wills Road Suite 100
Alpharetta, GA 30009

Fusion Environmental Corporation
10 Glen Lake Parkway, Suite 130
Atlanta, GA 30328

Calgon Carbon Corporation
P.O. Box 717
Pittsburgh, PA 15230



City of Chattanooga

Mayor Andy Berke

October 25, 2016

Mr. Lurone Jennings, Administrator
Department of Youth and Family Development
501 West 12th Street
Chattanooga TN, 37402

Subject: R123091 – Playground Equipment – Department of Youth and Family Development

Dear Mr. Jennings;

Council approval is recommended to extend blanket contract 535021 with Game Time, Inc., for provision and installation of playground equipment as needed by the Department of Youth and Family Development. The estimated annual expenditure under this contract is \$500,000.00.

This blanket contract utilizes the U.S. Communities Contract No. 110179 with Game Time. U.S. Communities is a national cooperative purchasing program. TCA 12-3-1001 (b) allows this purchase from the statewide contract to be exempt from the usual advertising and bidding requirements. A copy of the U.S. Communities Contract No. 110179 is attached.

I recommend extension of the contract with Game Time, Inc., for an additional year as the best and lowest bid meeting the specifications.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/wt
Attachment

Vendor Address:

Game Time, Inc.
150 Playcore Drive SE
Ft. Payne, AL 35967



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. 110179

**AGREEMENT TO PROVIDE PLAYGROUND EQUIPMENT,
SURFACING, SITE FURNISHINGS AND RELATED
PRODUCTS AND SERVICES**

This Agreement (the "Agreement") is entered into as of this 17th Day of September, 2010 (the "Effective Date"), by and between PlayCore Wisconsin, Inc. dba GameTime (the "Company") a corporation doing business in North Carolina (the "Company"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

Statement of Background and Intent

- A. The County issued a Request for Proposals (RFP Number 269-2010-183) dated March 19, 2010 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services hereafter referred to as ("Products"). This Request for Proposals, together with all attachments and any amendments, is referred to herein as the "RFP".
- B. The Company submitted a proposal in response to RFP Number 269-2010-183 on May 5, 2010. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The County awarded this contract on July 6, 2010, to Company to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services to the County all in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

A G R E E M E N T

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

| | |
|------------|---|
| Exhibit A: | Contract Pricing, Discount Structures and Pricing Incentives |
| Exhibit B: | Installation Fees |
| Exhibit C: | National Network of Distributors and Certified Installers |
| Exhibit D: | U.S. Communities Administrative Agreement |
| Exhibit E: | Freight Rate Schedules |
| Exhibit F: | Product Warranties |
| Exhibit G: | Company's Proposal (not attached, but incorporated herein by reference) |
| Exhibit H: | RFP #269-2010-183 (not attached, but incorporated herein by reference) |

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

- 2.1. **AGREEMENT.** The term "Agreement" shall mean this Agreement including the Company's Proposal, the RFP and all attachments, exhibits, and addenda (all as defined in the Statement of Background and Intent).
- 2.2. **DOCUMENTATION.** The term "Documentation" shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary to fully utilize the Products and Services.
- 2.3. **DELIVERABLES.** The term "Deliverables" shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the County in connection with this Agreement.
- 2.4. **DEFECT.** The term "Defect" shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the County's misuse, improper use, alteration, or damage of the Products.
- 2.5. **EFFECTIVE DATE.** The term "Effective Date" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.6. **PARTICIPATING PUBLIC AGENCY.** The term shall mean any and all states, local governments, school districts, and higher education institutions and other public agencies and nonprofit organizations that have authority to purchase from another public agency's competitively solicited contract.

- 2.7. **PRODUCTS.** The term "Products" shall mean Playground Equipment, Surfacing, Site Furnishings, and Related Products that the Company agreed to provide in the Company's Proposal.
- 2.8. **SERVICES.** The term "Services" shall include all services that the Company agreed to provide in the Company's Proposal, including all design, assembly, installation, reporting, and optional work.
- 2.9. **SPECIFICATIONS AND REQUIREMENTS.** The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: (a) this Agreement, including all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products. Notwithstanding the forgoing, if the Company improves the Products or Services over time to incorporate new technology or improved features or functionality, and provided the improved Products or Services under this Agreement, the descriptions, specifications and requirements for such improvements shall be deemed part of the Specifications and Requirements. Also notwithstanding the forgoing, the Company's Bid shall only take precedence over the ITB to the extent the Company properly took exception to the terms of the ITB in the manner required by the ITB.
3. **TERM.**
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.
4. **GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.**
The Company shall provide the Products and Services in accordance with the terms of the Company's proposal, and in compliance with all other conditions, covenants, stipulations, terms and provisions contained in this Agreement.
5. **SHIPPING AND DELIVERY.**
All shipments shall be F.O.B. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's freight bill. Estimated freight charges shall be provided at the time of quotation utilizing the freight rate schedules incorporated into this Agreement as Exhibit E.
6. **INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.**
The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by project basis as needed. If included with purchase, all equipment shall be installed by a GameTime Installer in accordance with the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. County and Participating Public Agencies shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Participating Public Agency shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.
7. **COMPENSATION.**
- 7.1. The County shall pay the Company for Products and Services compliant with the Specifications and requirements of this Agreement based on the fixed percentage discounts from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.
- 7.2. The Company agrees the fixed percentage discounts will remain firm for the entire contract term.
- 7.3. Pricing shall remain in effect until December 31, 2011. Thereafter, the Company shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than sixty (6) days prior to the effective date of the requested increase.

7.4. The Company shall be responsible for furnishing and delivering approved price lists and the most current catalogs to the County and other participating public entities, upon request.

7.5. The Company agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional, or local contract, the Company will match the pricing.

8. **OPTIONAL WORK.**

The County and Participating Public Agencies may elect to request quotations for additional services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.

9. **BILLING.**

Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

Mecklenburg County
Finance - Accounts Payable
600 East 4th St.
Charlotte, NC 28202

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

10. **GENERAL WARRANTIES.**

Company represents and warrants that:

10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;

10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;

10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;

10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

10.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

11. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

11.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;

- 11.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 11.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 11.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

12. TERMINATION.

- 12.1. *TERMINATION WITHOUT CAUSE.* The County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.
- 12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:
 - (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
 - (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

- 12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.* By giving written notice to the Company, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
 - (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
 - (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

- 12.4. **CANCELLATION OF ORDERS AND SUBCONTRACTS.**
In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- 12.5. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.**
Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 12.6. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the County all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).
- 12.7. **NO SUSPENSION.** In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 12.8. **AUTHORITY TO TERMINATE.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.
- 12.9. **AUDIT.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.
13. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the County to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the County as determined by the County in its sole discretion. The transition services that the Company shall perform if requested by the County include but are not limited to:
- a. Working with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- b. Notifying all affected service providers and subcontractors of the Company of transition activities;
 - c. Performing the transition service plan activities;
 - d. Answering questions regarding the products and services on an as-needed basis; and
 - e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.
14. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

15. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the County pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that a Company employee or subcontractor is an employee of the County, including claims relating to worker's compensation, failure to withhold taxes and the like.

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the County is directed to cease use of a Product or Service, the Company shall promptly refund to the County all amounts paid under this Agreement, other than Extended Maintenance Fees.

The indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional acts of anyone other than the Company or their affiliates; inadequate surfacing; or vandalism.

It is the intent of any insurance provided by the Company to indemnify for product liability claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by Company or Company's subcontractors. This clarifies and supersedes any other section of the contract concerning indemnification that could be interpreted otherwise.

16. **INSURANCE.** Throughout the term of this Agreement, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Agreement, or in the event the Company fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Agreement immediately upon written notice to the Company.

16.1. General Requirements.

- (a) The Company shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.
- (b) All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County as an additional named insured under the commercial general liability.
- (c) The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

16.2. Types of Insurance. The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the County, authorized to do business in the State of North Carolina the following insurance:

- (a) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- (b) Commercial General Liability. Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.
- (c) Workers' Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

It is understood that Playground Equipment will be in the care, custody, and control of the County or Participating Public Agency following installation. It is further understood that the Company cannot additionally insure the eventual owners of the equipment for Participating Public Agencies nationwide for any damages that result from lack of maintenance, inadequate supervision, negligence, or intentional acts

by anyone other than the Company or their affiliates; inadequate surfacing, or vandalism. The responsibility for maintenance and supervision belongs to the County or Participating Public Agency and the public user respectively.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the County that may arise under law or under the terms of this Agreement.

18. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the County as a third party beneficiary.

11. **NON-DISCRIMINATION.** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

The Company agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the County of the final disposition of such cases.

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the County's payment obligations.

20. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the County in connection with this agreement. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this agreement.

21. **WORK ON COUNTY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the County's premises, obey all instructions and directions issued by the County's project manager with respect to work on the County's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.

22. **DRUG-FREE WORKPLACE.** The County is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

22.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

22.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any

available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- 22.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 22.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 22.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 22.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

23. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

23.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

| | |
|---------------------------------------|--|
| For The Company: | For The County: |
| Don King | Karen Ruppe |
| PlayCore Wisconsin, Inc. dba GameTime | Charlotte-Mecklenburg Procurement Services |
| 150 Playcore Drive | 600 East 4 th Street |
| Fort Payne, AL 35967 | Charlotte, NC 28202 |
| Phone: 256.997.5255 | Phone: 704.336.2992 |
| Fax: 256.997.5455 | Fax: 704.632.8254 |
| E-mail: dking@playcore.com | E-mail: kruppe@ci.charlotte.nc.us |
| | |
| With Copy To: | With Copy To: |
| | Tyrone Wade |
| | Deputy County Attorney |
| | 600 East Fourth Street |
| | Charlotte, NC 28202 |
| | Phone: 704.336.4135 |
| | Fax: |
| | E-mail: TyroneC.Wade@mecklenburgcountync |

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

24. **MISCELLANEOUS**

24.1. **ENTIRE AGREEMENT.** This Agreement, (including all Exhibits) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter

herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

24.2. AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

24.3. GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

24.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 25.10 constitute an assignment.

24.5. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) if such failure or delay:
 - i. could not have been prevented by reasonable precaution;
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force

Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the County shall have the right to terminate this Agreement by written notice to the Company.

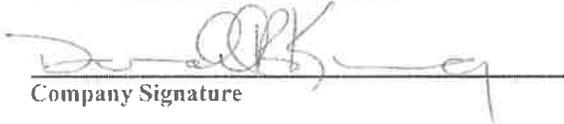
- 24.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 24.7. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the forgoing, the parties agree that the Company may list the County as a reference in responses to requests for proposals, and may identify the County as a customer in presentations to potential customers.
- 24.8. WAIVER. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 24.9. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the County shall have the option of terminating this Agreement by written notice to the Company. The Company shall notify the County within ten days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 24.10. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.
- 24.11. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 24.12. TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

22.13 *WAIVER OF RIGHT TO JURY TRIAL.* The County and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

25. **Non-Appropriation of Funds.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

PLAYCORE WISCONSIN, INC.
dba GAMETIME:



Company Signature

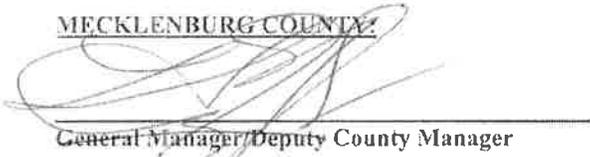
Donald R. King
Director of Sales Administration
Title

ATTEST:

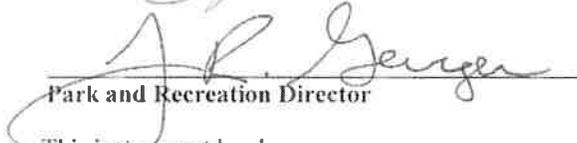


Mary Cole
Sales Administration Manager
Title

MECKLENBURG COUNTY:



General Manager/Deputy County Manager



Park and Recreation Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

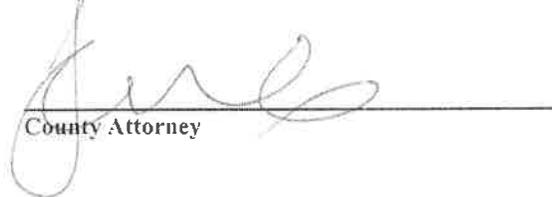
Finance Director

ATTEST:



Clerk to the Board of County Commissioners

APPROVED AS TO FORM:



County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:



Director, Charlotte-Mecklenburg Division of Insurance Risk Management

NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.

BY: 
DIRECTOR OF FINANCE