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TUESDAY, SEPTEMBER 20, 2016
CITY COUNCIL AGENDA
6:00 PM

I. Call to Order.

II. Pledge of Allegiance/Invocation (Councilman Smith).

III. Minute Approval.

IV. Special Presentation.

"Recognition of Ryan Martin"
By Councilman Chip Henderson and Joe Smith

V. **Ordinances – Final Reading:**

PLANNING

a. 2016-103 Asa Engineering % Allen Jones/Russell Bean C-O- Executor (R-1 Residential Zone to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 1105 Mountain Creek Road, more particularly described herein, from R-1 Residential Zone to R-3 Residential Zone, subject to certain conditions. **(Alternate Version No. 3)**

b. 2016-108 Chattanooga Metropolitan Airport Authority (R-1 Residential Zone to M-1 Manufacturing Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone a portion of 1001 Airport Road and all properties located in the 5900 block of Pinehurst Avenue, more particularly described herein, from R-1 Residential Zone to M-1 Manufacturing Zone, subject to certain conditions. **(District 5) (Recommended for approval by Planning) (Staff recommended that this matter be deferred until the September Planning Commission meeting so the applicant can provide additional details on proposed uses within the expanded M-1 request areas)**

c. 2016-117 Robert Bullard and Nooga Investments, LLC (M-2 Light Industrial Zone to M-1 Manufacturing Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone a part of property located at 3401 Cummings Road, more particularly described herein from M-2 Light Industrial Zone to M-1 Manufacturing Zone, subject to certain conditions. **(District 1) (Recommended for approval by Planning)**

VI. **Ordinances – First Reading:**

a. 2016-060 Jack Haylett Branch Acquisition Company, LLC/Defoor Brothers, LLC/Tommy Thompson/Winona Sims/Steven Dobbs Family Trust (MXU Mixed Use Zone and R-1 Residential Zone to C-4 Planned Commerce Center Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 2300 to 2500 blocks of Gunbarrel Road, 7325 through 7342 blocks of McCutcheon Road, 2500 block of Lifestyle Way, and 2300 through 2400 blocks of Elam Lane, more particularly described herein, from MXU Mixed Use Zone and R-1 Residential Zone to C-4 Planned Commerce Center Zone, subject to certain conditions. **(Alternate Version No. 2) (Deferred from 9/13/2016)**

VII. **Resolutions:**

MAYOR'S OFFICE

a. A resolution to make certain findings relating to the granting of incentives to develop housing in Chattanooga; to delegate certain authority to the Health, Educational, Housing Facility Board of the City of Chattanooga, Tennessee (the "HEB"); to authorize the Mayor of the City of Chattanooga to enter into agreements for payments in lieu of ad valorem taxes meeting the criteria of said program and to provide for a termination of this incentive program in ten (10) years. **(Deferred from 9/6/2016)**

PLANNING

b. A resolution authorizing the Chattanooga-Hamilton County Regional Planning Agency to enter into a contract with Summit 7 Systems, Inc. for professional services for website development in the amount of $35,978.00 and one (1) initial year of support in the amount of $6,000.00, for a total amount not to exceed $41,978.00.

PUBLIC WORKS AND TRANSPORTATION

Public Works

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

Transportation

d. A resolution authorizing Timothy Kelly, property owner, to use temporarily the right-of-way located at 900 Riverfront Parkway for the purpose of installing a concrete pad with two benches and a drinking fountain at the corner of Riverfront Parkway and W. Martin Luther King Boulevard, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. **(District 7)**

e. A resolution authorizing Debbie Sue Przybysz, property owner, to use temporarily the alley located behind 1410 W. 52nd Street for the purpose of improving the alleyway for vehicle access to the rear of the property, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. **(District 7)**

f. A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Thomas Brothers Construction relative to Contract No. T-14-006 for construction services associated with Community Development Block Grant (CDBG) sidewalk install/repair in the amount of $547,490.00, with a contingency amount of $54,750.00, for a total amount of $602,240.00. **(Districts 8 & 9)**

g. A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Superior Pavement Marking relative to Contract No. T-16-012-201 for construction services associated with Citywide Pavement Marking Requirements Contract for twelve (12) months with the option to renew, in the amount of $230,563.50.

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, September 27, 2016.

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

XIV. Adjournment.

TUESDAY, SEPTEMBER 27, 2016
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.

2. Pledge of Allegiance/Invocation (Councilman Grohn).

3. Minute Approval.

4. Special Presentation.

"Policy Recommendations"
Mayor's Council for Women - Justice Committee

5. **Ordinances – Final Reading:**

ECONOMIC AND COMMUNITY DEVELOPMENT

a. An ordinance granting a franchise to Zayo Group, LLC for the purpose of allowing it to construct, install, and operate certain telecommunications wires and cabling within the public rights-of-way in order to provide telecommunications services within the City; setting forth conditions accompanying the grant of the franchise; providing for regulation and use of the system and the public rights-of-way in conjunction with the City's right-of-way ordinance; and prescribing penalties for the violations of the provisions herein. **(Deferred from 9/13/2016)**

PLANNING

b. 2016-060 Jack Haylett Branch Acquisition Company, LLC/Defoor Brothers, LLC/Tommy Thompson/Winona Sims/Steven Dobbs Family Trust (MXU Mixed Use Zone and R-1 Residential Zone to C-4 Planned Commerce Center Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 2300 to 2500 blocks of Gunbarrel Road, 7325 through 7342 blocks of McCutcheon Road, 2500 block of Lifestyle Way, and 2300 through 2400 blocks of Elam Lane, more particularly described herein, from MXU Mixed Use Zone and R-1 Residential Zone to C-4 Planned Commerce Center Zone, subject to certain conditions. **(Alternate Version No. 2) (Deferred from 9/13/2016)**

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

7. **Resolutions:**

Public Works and Transportation

Public Works

a. A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-15-019-202 to Caldwell Grading and Paving Company, LLC of Charleston, TN, MBWWTP small parking lot expansions, a non-consent decree project, in the amount of $158,279.90, with a contingency amount of $15,800.00, for an amount not to exceed $174,079.90. **(District 1)**

b. A resolution to rename the unopened 600-699 block of Winter Street to the 600-699 block of Alyse Way, as referenced in Case Number 2016-PW03. **(District 2)**

c. A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with CTI Engineers, Inc. relative to Contract No. C-16-001-101, professional services for landfill groundwater sampling, monitoring, and reporting, for an amount not to exceed $116,400.00. **(District 4)**

d. A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with Burns & McDonnell Engineering Company, Inc. for professional services relative to Contract No. W-16-013-101, Citico Pump Reliability Improvements, a Consent Decree Project, for an amount not to exceed $1,027,850.00. **(District 8) (Consent Decree)**

e. A resolution authorizing the Administrator for the Department of Public Works to accept a Memorandum of Understanding with Green/Spaces for the purposes of launching an expansive educational marketing campaign and to build relationships with recycling stakeholders, for the period of September 19, 2016 through June 30, 2017, for an amount not to exceed $40,000.00.

f. A resolution authorizing the Administrator for the Department of Public Works to award Consent Decree Contract No. W-09-006-202 to Chase Plumbing & Mechanical, Inc. of Chattanooga, TN, Spring Creek Pump Interceptor Rehabilitation Project, in the amount of $708,240.00, with a contingency amount of $70,000.00, for an amount not to exceed $778,240.00, subject to SRF Loan Approval. **(Consent Decree)**

Transportation

g. A resolution authorizing Buddy Ratley Signs % Buddy Ratley, on behalf of property owner, John Wise, to use temporarily the right-of-way located at 125 Cherokee Boulevard, Suite 119, for the purpose of installing a sign, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. **(District 1)**

8. Departmental Reports:

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

9. Purchases.

10. Other Business.

11. Committee Reports.

12. Agenda Session for Tuesday, October 4, 2016.

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

14. Adjournment.

Emergency Purchases 09-20-16

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	SUPPLIER	COST	FUND NAME	NOTES
R142586 Emergency Contract No. Y-16-003-101 Youth & Family Developement	Design of Roof Repair West 12th St. YFD Center	–	–	Integrated Structural Services, Inc. 40 Stagecoach Rd. Ringgold, GA 30736	Not to Exceed $40,000	General Fund	This emergency report of Roof Repair Design of the West 12th St. YFD facility has been initiated to protect the facility from further damage and to ensure the health and safety of the staff and public. Public Works Engineering recommended Integrated Structural Services, Inc. based upon their past performance and ability to provide high quality and quick responsiveness on assigned projects.

City of Chattanooga

Mayor Andy Berke

September 14, 2016

Mr. Lurone Jennings, Sr.
Administrator
Youth and Family Development
Chattanooga, TN 37402

Subject: Emergency Roof Repair Design - West 12th Street YFD Center – 142586

Dear Mr. Jennings:

It was necessary to initiate this emergency roof repair design for structure located at 501 West 12th Street. Repair of the leaking roof will protect the existing facility from further damage as well as the health and safety of the staff and public. Public Works Engineering reached out to Integrated Structural Services, Inc., a reputable local company the City has used in the past to perform similar services and were pleased with their ability to provide design, construction administrative with high quality and quick response. The design for roof repair at West 12th Street will be in the amount of $40,000.00. We have attached a requisition and a memorandum from the department describing the circumstances of the emergency, as well as the agreement contract between Integrated Structural Services, Inc. and City of Chattanooga's Public Works Engineering Department on behalf of Youth and Family Development.

In my opinion, this emergency roof repair design was justified and the City's best interest was served by the decision.

Sincerely,

Emergency roof repair design approved and should be entered in the minutes of the City Council as stipulated by Ordinance 5608, Section 3.

Bonnie Woodard

Bonnie Woodard
Purchasing Director

Lurone Jennings, Sr.
Administrator

bw:dp
Attachment

101 East 11th Street, Suite G13 • Chattanooga, TN 37402 OFFICE: (423) 643-7230 • FAX: (423) 643-7244
www.chattanooga.gov

City of Chattanooga

MAYOR ANDY BERKE

MEMORANDUM

Date: August 3, 2016

To: Lurone Jennings, Administrator Youth and Family Development

From: Dennis Malone, Assistant City Engineer

CC: Debbie Talley, Deputy Director Purchasing

Re: Emergency Contract No. Y-16-003-101 –
Design of Roof Repair for West 12th Street YFD Center

Due to the urgency to repair the leaking roof so as to protect the existing facility from further damage as well as the health and safety of the staff and public, it is recommended by Public Works Engineering (PW-ENG) that the roof repair be deemed an Emergency Repair.

Because of this issue, PW-ENG has reached out to Integrated Structural Services, Inc. a local reputable company that we have utilized in the past to perform services in this category and have been very well pleased with their ability to provide these Design, Bid/Award, Construction Administrative and Resident Project Representative Services with high quality and quick response.

Attached is the agreement contract with Integrated Structural Services, Inc. for the design of the roof repairs at the West 12th Street YFD Center that PW-ENG has negotiated the agreement on behalf of YFD.

PUBLIC WORKS DEPARTMENT, ENGINEERING & WATER QUALITY DIVISION
DEVELOPMENT RESOURCE CENTER, 1250 MARKET STREET, SUITE 2100, CHATTANOOGA, TN 37402
MAIN: (423) 643-6000 FAX: (423) 643-6008

City Purchasing Buyer

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Purchase Requisition 142586 for Brown, Christopher (40,000.00 USD)

Continue | Approve | Reject | Send to IS | Reassign | More Information Request

From **Brown, Christopher**
To **Purchase Approval Pool**
Sent **09-Sep-2016 14:12:26**
Due **16-Sep-2016 14:12:26**
ID **1575162**

Description **Emergency Contract No. Y-16-003-101 - Design of Roof Repair for West 12th Street YFD Center**
Requisition Total **40,000.00 USD**
Estimated Tax **0.00 USD**
Attachments contract attached.

Requisition Lines

Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	Engineering Services	Integrated Structural Services Inc	N40110	Dollar	26900	1	26,900.00
2	Resident Project Representative (RPR) Services	Integrated Structural Services Inc	N40110	Dollar	8100	1	8,100.00
3	Supplemental Services	Integrated Structural Services Inc	N40110	Dollar	5000	1	5,000.00

This Requisition requires Purchasing Approval or Rejection.

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

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

Approval Sequence

Jennings, Lurone Sr. → In Process

Num	Name	Action	Action Date	Note
1	Brown, Christopher P	Submitted	06-Sep-2016 11:16:46	
2	Hipp, Geoffrey Arthur	Approved	06-Sep-2016 11:22:09	
3	Brown, Christopher P	Withdrawn	06-Sep-2016 13:27:49	
4	Brown, Christopher P	Submitted	06-Sep-2016 13:27:56	
5	Brown, Christopher P	Withdrawn	06-Sep-2016 13:28:17	
6	Brown, Christopher P	Submitted	06-Sep-2016 13:29:01	
7	Hipp, Geoffrey Arthur	Approved	06-Sep-2016 14:13:12	
8	McKinney, Jason Wade	Approved	08-Sep-2016 13:35:01	
9	Forshee, Fredia Fay	Approved	09-Sep-2016 14:12:26	

Related Applications

Edit Requisition
View Requisition Details
Open Document

Response

Note

Return to Worklist | Continue | Approve | Reject | Send to IS | Reassign | More Information Request

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City Purchasing Buyer

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Requisitions | Notifications | Approvals

Notification Details >

Information

The current responsibility context has been switched to: City Internet Requisitioner

Requisition 142586

Description	**Emergency Contract No. Y-16-003-101 - Design of Roof Repair for West 12th Street YFD Center**	Status	In Process
Created By	**Brown, Christopher P**	Change History	**No**
Creation Date	**06-Sep-2016 11:10:25**	Urgent Requisition	**Yes**
Deliver-To	**501 West 12th Street Chattanooga,Tennessee,TN,37402**	Attachment	View
Justification		Note to Buyer	**Contract attached.**

Details

Line	Description	Need-By	Deliver-To	Unit	Quantity	Price	Amount (USD)	Details	Order
1	Engineering Services	08-Sep-2016 00:00:00	Human Services Administration	Dollar	26900	1 USD	26,900.00		
2	Resident Project Representative (RPR) Services	08-Sep-2016 00:00:00	Human Services Administration	Dollar	8100	1 USD	8,100.00		
3	Supplemental Services	08-Sep-2016 00:00:00	Human Services Administration	Dollar	5000	1 USD	5,000.00		
						Total	**40,000.00**		

Return

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CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, is between the City of Chattanooga, Tennessee, a municipal corporation in the state of Tennessee, hereinafter called Owner, and Integrated Structural Services, Inc., hereinafter called Engineer.

The Owner wishes to employ the Engineer to perform professional engineering services for

Contract No. Y-16-003-101
Design of Roof Repair
for
West 12th Street FYD Center
City of Chattanooga, Tennessee

hereinafter called Project.

In consideration of the provisions contained in this Agreement, the Owner and Engineer agree to the following:

1. EFFECTIVE DATE
The effective date of this Agreement shall be ___August 1___, 2016.

2. GOVERNING LAW
This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.

3. SERVICES TO BE PERFORMED BY ENGINEER
Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Chattanooga Design and Construction Standards in effect on the date of this agreement.

4. COMPENSATION
Owner shall pay Engineer in accordance with the Attachment B, Compensation.

5. OWNER'S RESPONSIBILITIES
Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

6. SUPPLEMENTAL AGREEMENTS
The provisions set forth in Attachment D, Supplemental Agreements, shall be incorporated into this Agreement

7. PROJECT SCHEDULE
The provisions set forth in the Attachment E, Project Schedule, shall be incorporated into this Agreement.

8. RATE SCHEDULE
The Engineer shall provide a schedule of standard hourly rates for all employees to be used in the performance of all contracts with a cost-not-to-exceed basis. This schedule shall be incorporated into the agreement as Attachment F.

9. INVOICING
The Engineer will use the format established in Attachment G, Standard Invoice, for all invoices submitted for services on the Project.

10. STANDARD OF CARE
Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances in the same area of practice. Engineer makes no warranty or guarantee, either expressed or implied, as part of this agreement.

11. INDEMNIFICATION
Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies,

officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's actual negligent performance of Services under this Agreement, including errors or omissions.

Owner hereby agrees to fully indemnify and hold harmless Engineer and any of its officers, employees, or designated agents from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Engineer and any of its officers, employees or designated agents arising out of Owner's negligence to the extent provided by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-201 et seq.

12. INSURANCE
Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverages as follows:

a. Commercial General Liability Insurance, with a limit of $1,000,000 for each occurrence and $2,000,000 in the general aggregate.

b. Automobile Liability Insurance, with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of $500,000 for each accident.

d. Professional Liability Insurance, with a limit of $1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this section shall survive.

Notwithstanding any other provision of the Agreement, Owner waives any claim against Engineer and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold Engineer harmless from any claim, liability, and/or defense costs for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property value.

13. LIMITATIONS OF RESPONSIBILITY
Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

14. OPINIONS OF COST AND SCHEDULE
Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

15. REUSE OF DOCUMENTS
All documents, including, but not limited to calculations, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, calculations, drawings, specifications, and other documents prepared by Engineer as part of the Services shall become and be the sole property of Owner. However, both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer.

17. RECORDS RETENTION AND AUDIT PROVISION
The term "Engineer" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.).

a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Engineer or the Engineer's consultants, shall be made available for inspection and copying upon written request to the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the time expended by the Engineer and its personnel to perform the obligations of this Agreement and the records of expenses incurred by the Engineer in its performance under said Agreement. The Engineer shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good engineering practice, and upon notice during the pendency of any claims or litigation arising from the Project.

b. The Owner or its assign may audit all financial and related records (including digital) associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Engineer. The Owner may further audit any of Engineer's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

c. The Engineer shall at all times during the term of the contract or agreement and for a period of seven years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Engineer. Documents shall be maintained by the Engineer, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Engineer shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Owner at all reasonable times and without prior notice.

d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Engineer and any subcontractors or suppliers of goods or services to the extent that those subcontracts or

agreements relate to fulfillment of the Engineer's obligations to the Owner.

e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Owner unless the audit identifies significant findings that would benefit the Owner. The Engineer shall reimburse the Owner for the total costs of an audit that identifies significant findings that would benefit the Owner.

f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

18. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

19. DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Engineer is delayed in the performance of the services for more than 365 calendar days, either by the Owner or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of seven years and reviewed prior to consultant selection for City projects. In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

20. HAZARDOUS MATERIALS

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Owner and Engineer agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Owner and Engineer also agree that the discovery of unanticipated hazardous materials may make it necessary for the Engineer to take immediate measures to protect health and safety. Owner agrees to compensate Engineer for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Engineer agrees to notify Owner when unanticipated hazardous materials or suspected hazardous materials are encountered. Owner agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Engineer harmless for any and all consequences of disclosures made by Engineer which are required

by governing law. In the event the project site is not owned by Owner, the Owner agrees to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

21. COMMUNICATIONS
Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Steven R. Sandidge, P.E.
Integrated Structural Services, Inc.
40 Stagecoach Road
Ringgold, GA 30736
Phone: 423-991-1474
Fax:
Email: s.sandidge@issiga.com
Email 2: company@issiga.com

Owner: City of Chattanooga
Department of Public Works
Engineering Division
Suite 2100, Development Resource Center
1250 Market Street
Chattanooga, TN 37402
(423) 643- 6033

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

22. WAIVER
A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

23. DISPUTE RESOLUTION
Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

a. The mediation shall be conducted by a mediator mutually acceptable to both parties.

b. The parties agree to share equally in the expenses of mediations.

c. Such mediation may include the Engineer or any other person or entity who may be affected by the subject matter of the dispute.

d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

24. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular

portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25. INTEGRATION
This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements, are hereby incorporated into and shall become a part of this Agreement

26. SUCCESSORS AND ASSIGNS
Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

27. ASSIGNMENT
Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

28. THIRD PARTY RIGHTS
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

29. RELATIONSHIP OF PARTIES
Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

30. NON-DISCLOSURE
Engineer agrees not to disclose or to permit disclosure of any information designated by the Owner as confidential, except to the engineer's employees and subcontractors who require such information to perform the services specified in this agreement.

31. NON-DISCRIMINATION
Engineer agrees to comply with all federal, state, and local non-discrimination laws and regulations. Engineer agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Engineer further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

32. DRUG FREE WORKFORCE
Engineer certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

33. FEDERAL OR STATE FUNDING
In the event that the Project is funded in whole or in part by Federal or State grants, Engineer agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Steven R. Sandidge President 8/1/16 Date

Administrator of Public Works Date

[Consultant Name & Title] Date

Director of Purchasing Date

Reviewed by City Attorney Office _____ Initial Date

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Engineer: Integrated Structural Services, Inc. (ISS)

Project Number & Name: Contract No. Y-16-003-101
West 12th Street FYD Center, City of Chattanooga, TN

SCOPE OF SERVICES

1. BASIC SERVICES

The project is specifically defined as: Design of Roof Repair

The Engineer agrees to provide the following services:

Design of Repair of Roof consisting of the following items:

a. **Engineering Services**
   i. Engineer Sealed Project Plans and Specifications.
   ii. Pre-Bid Meetings.
   iii. Bid Preparation and Evaluation.
   iv. Submittal Review and Approval.
   v. Pay Request Review and Approval.
   vi. Change Order Review and Approval.

b. **Resident Project Representative (RPR) Services**
   i. Progress meetings
   ii. In-progress site visits.
   iii. Written Reports for progress meetings and site visits.

c. **See Attachment H for Detailed Scope**

2. SUPPLEMENTAL SERVICES
Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

3. REIMBURSABLE EXPENSES:

Project specific reimbursable expenses and charges shall include the following:

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Engineer: Integrated Structural Services, Inc.
Project Number & Name: Contract No Y-16-003-101
West 12th Street FYD Center, City of Chattanooga, TN

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

1. For the Basic Services described in Attachment A, $40,000.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

   a. Engineering Services — Professional Fee - $26,900.00

   b. Resident Project Representative (RPR) Services — Professional Fee - $8,100.00

   c. Supplemental Services — Professional Fee - $5000.00

2. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

   Payment on a Time and materials basis, with a not-to-exceed limit, as negotiated and approved in writing by the City of Chattanooga Department of Public Works, Engineering Division.

3. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

4. Reimbursable charges will be considered the amount of actual costs of project related expenses or charges times a markup of 16%. Charges for use of computer equipment or software, local travel, local telephone, project photographs, miscellaneous supplies, and reproduction are not considered reimbursable charges. Allowable project-specific reimbursable expenses shall be outlined in Attachment A.

5. The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.

6. The Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

7. Invoices shall be submitted using the Standard Invoice form, Attachment G.

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Engineer: Integrated Structural Services, Inc.
Project Number & Name: Contract No Y-16-003-101
West 12th Street FYD Center, City of Chattanooga, TN

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following:

1. Make available to the Engineer the current City of Chattanooga Design and Construction Standards, all records, reports, maps, and other data pertinent to provision of the services required under this contract.

2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.

3. Designate one City of Chattanooga employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.

4. Issue Notice(s) to proceed to the Engineer for each phase of the design services.

5. Owner will grant or obtain free access to the project site for all equipment and personnel necessary for the Engineer to perform the work set forth in this Agreement. Owner will notify any and all possessors of the project site that Engineer has been granted free access to the site. Engineer will take reasonable precautions to minimize damage to the site.

6. Owner will acquire all lands, rights-of-way, and easements necessary for the construction of the project.

7. Owner will make a reasonable effort to evaluate if hazardous materials are on or near the project site, and will inform Engineer of findings relative to the possible presence of such materials.

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Engineer: Integrated Structural Services, Inc.
Project Number & Name: Contract No. Y-16-003-101
West 12th Street FYD Center, City of Chattanooga, TN

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement.

All supplemental agreement submitted in writing and approved by the owner defined as follows

Owner: City of Chattanooga
Department of Public Works
Engineering Division
Suite 2100, Development Resource Center
1250 Market Street
Chattanooga, TN 37402
(423) 643- 6033

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Engineer: Integrated Structural Services, Inc.
Project Number & Name: Contract No. Y-16-003-101
West 12th Street FYD Center, City of Chattanooga, TN

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of seven years and revised prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

Schedule: Engineer will make plan submittals to Owner based on the following schedule:

1. Concept Drawings - Engineer will submit concept drawings within 21 calendar days after Notice to Proceed by Owner.

2. Field Check - Engineer will submit field check drawings within 28 calendar days after Notice to Proceed by Owner.

3. Right-of-Way Drawings - Engineer will submit right-of-way drawings within N/A calendar days after the Notice to Resume Work is given by Owner following Field Check.

4. Office Check - Engineer will submit office check drawings and specifications within 14 calendar days after the Notice to Resume Work is given by Owner following Field Check.

5. Bid Documents - Engineer will submit bid documents within 49 calendar days after the Notice to Resume Work is given by Owner following Office Check.

6. Bid / Award Services – 60 calendar days

7. Construction Administration Services and/or CEI – calendar days, as defined per construction bid documents (i.e. the length of the construction contract).

8. It is understood and agreed that the Engineer shall start the performance of Services within 10 days of receipt of a written Notice to Proceed and shall complete the work in accordance with the contract times set forth herein.

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Engineer: Integrated Structural Services, Inc.
Project Number & Name: Contract No. Y-16-003-101
West 12th Street FYD Center, City of Chattanooga, TN

RATE SCHEDULE

Principle engineer or architect - $135 per hour

Architectural or engineering designer - $75 per hour

Cad Drafter\Operator - $55 per hour

Administration Staff - $45 per hour

Mileage rate -$0.545 per mile.

ATTACHMENT H

DETAILED SCOPE:

The scope of this option consists of application of a new roofing cover over the existing roofing consisting of a cover board mechanically fastened through the existing roofing system and protected with a 45 mil membrane

Assessment Phase - Existing Systems:

- Inspection and assessment of existing Roofing System.
- Inspection and assessment of existing Roof Drainage System.
- Assessment of need for an upgrade to the Roof Drainage System (as determined by the Architect\Engineer).
- Inspection and assessment of the existing HVAC water related infiltration from the rooftop units
- Assessment of HVAC water infiltration.

Design Phase:

- Prepare Working Drawings as follows:

1. Architectural Roof Plan. Inclusive of evaluating the structural adequacy of the existing roof structure.
2. Supports for roof run pipes and conduits.
3. Architectural Conceptual Details: Basic Roofing Configuration, Scupper flashing, Parapet flashing, Parapet metal cap flashing, Walk pads, Pavers, and HVAC Units flashing.

Bid / Award Phase:

- Prepare Bid documents and evaluate bids with and under the guidance of City of Chattanooga Public Works Engineering Staff.
- Purchasing Support – ISS will assist the City with the bidding process to include pre-bid meetings and responding to contractor questions.
- Bid Review- ISS will assist the City with bid review and award to included attending the bid opening, performing bid reviews, and making recommendations for contractor selection.

Construction Phase:

- Construction Administration - ISS will perform normal construction administration duties including submittal reviews, pay application reviews, and as-needed consultation throughout the project. ISS will process Change Orders, if necessary. ISS will conduct a pre-construction conference with the selected contractor and City personnel.
- Construction Quality Assurance - ISS will provide on-site observations throughout construction phase, as needed, to assure conformance to drawings and specifications. ISS will attend weekly progress meetings with the contractor and with City personnel to review the status of the project, discuss any problems that have been identified, and either agree upon solutions to those problems or assign someone to resolve the problem. Upon project completion, ISS will conduct a final review of the finished work.

ATTACHMENT H (cont'd.)

- Project Close-out - Once the project has been completed, ISS will assist the City in receiving close-out documents, including all applicable warranties.

Deliverables:

- 1 Set of Stamped originals plans and specifications
- 15 sets of plans and specifications for bidding purposes provided on a USB Flashdrive.

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

ATTACHMENT G

STANDARD INVOICE

☐ Indicates MANDATORY Item

CONSULTANT LETTERHEAD

****
INVOICE
****

ATTN: City Project Manager
REF: Project Name
CODE: Consultant Project Number
PO: City Project Number **in format S-02-001-101**

Provided by City

TERMS: Net 25 days
DUE: 08/01/03

Must be Sequential Number

Invoice Number 5
Dated 07/07/03

City Project Manager
City Project Manager Title
City of Chattanooga
Engineering Division/DRC
1250 Market Street, Suite 2100
Chattanooga TN 37402

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

This Breakdown must list each item of the Contract.

Consultant Project No.	Description	Fee	Fee Basis	Percent Work to Date	Amount Billed	Previous Billed	This Invoice Billed
C03009-01	01 - Design	$51,500.00	LS	55%	$28,325.00	$18,540.00	$9,785.00
	02 - Survey	$15,700.00	LS	0%	$0.00	$0.00	$0.00
C03009-02	Barton Avenue and Brown Acres Golf Course Design	$20,000.00	CP	12%	$2,391.02	$2,033.00	$358.02
C03009-03	Permitting/Easement Assistance	$5,000.00	CP	6%	$291.08	$0.00	$291.08
C03009-04	Bidding/Construction Assistance	$10,000.00	CP	0%	$0.00	$0.00	$0.00
C03009-05	Misc. As-Requested Services	$5,000.00	CP	7%	$363.85	$0.00	$363.85
	Total Contract Amount	$107,200.00			$31,370.95	$20,573.00	
	TOTAL THIS INVOICE						**$10,797.95**

Must Match Contract Amount

Prior Invoices	$20,573.00
This Invoice	$10,797.95
Payments	-$20,573.00
Balance on Account	$10,797.95

NOTE
- There shall be only one invoice per contract per billing period
- Any necessary details should be attached as backup

CITY OF CHATTANOOGA
STANDARD AGREEMENT FOR ENGINEERING SERVICES

EXAMPLE INVOICE:

For Professional Services Rendered through: *11/25/2011*
Repair Replacement Roof System.
Contract No. *C-16-000*
Invoice Date: *12/12/20--*

Phase Code / Name	% of Contract Total	Phase Fee Amount		Previous Amount	Current	%Complete Fee Earned
01 - Assessment Services	18.20	4,175.00	4,175.00	0.00	100.00	4.175 00
A. Green Roof Assessment		2,087.50	2,087.50	0.00	100.00	2087.50
B. Roof Assessment		2,087.50	2,087.50	0.00	100.00	2087.50
02 -Design Services	18.33	4.205 00	4,205.00	0.00	100.00	4.205.00
A. Roofing System		4,205.00	4,205.00	0.00	100.00	4,205.00
03 - Bid/Award Service.	2 68	615.00	307 50	307 50	100 00	615 00
A. Initial Bid Award Service / Contract Docs		615.00	307 50	307.50	50.00	307.50
04 - Construction Services	19.39	4.450 00	0.00	0.00	0.00	0 00
A. Manage / Advise Construction Phase		4.450.00	0.00	0.00	0 00	0 00
05 – Supplemental / Additional Services	31.60	0.00	9.500 00	0.00	65 00	,500.00
A. Structural Design- Damaged Area of Structure & Deck		0.00	0.00	0.00	0.00	0.00
B. Green Roof System Design- \ Ventilation / HVAC Design		3,625.00	0.00	3,625.00	100.00	3,625.00
C. Other design Services as needed-		0.00	0.00	0.00	0.00	0.00

Total Fee: 27.950.00
Total Fee Earned To Date 12,620.00
Less Previous Billings 8,687.50
Amount Due This Invoice 3,932.50

14 DAYS
7 DAYS
7 DAYS
28 DAYS
35 DAYS
40 DAYS

Proposed City Council Purchases 09-20-16

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R142816 General Services	Purchase of Two (2) Elgin Eagle Dual Street Sweepers City Wide Services-Fleet Management	–	–	Sansom Equipment Company 2800 Powell Ave Birmingham, AL 35233	$523,628.00	Fleet Management Capital Projects	Purchase of Two (2) Elgin Eagle Dual Street Sweepers. This contract will utilize National Joint Powers Alliance contract # 02214-FSC with Sansom Equipment Co. TCA 6-56-304.2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
R140545 Public Works	Purchase of Three (3) Fairbanks Morse Pumps Waste Resources Division	–	–	Guthrie Sales & Service 7003 Chadwick Dr, Ste 300 Brentwood, TN 37027	$91,245.00	Interceptor Sewer Operations	Purchase of Three (3) Fairbanks Morse Pumps as replacements for aging equipment. This sole source purchase is requested to avoid the additional cost of piping and foundation changes from a different brand of pump, current inventory includes new motors to fit this specific pump model, and allows the old motors to be re-furbished and used as spares. TCA 6-56-304.2 allows for this single source purchase from Guthrie Sales & Service, exempted from usual advertising and bidding requirements.
R142366 Public Works	Purchase of Three (3) Track Hoes Waste Resources Division	–	–	Stowers Machinery Corporation 4066 South Access Rd. Chattanooga, TN 37406	$361,327.95	Interceptor Sewer Operations	Purchase of Three (3) Track Hoes for Sewer Maintenance. This contract will utilize SWC 220-48446 Item # 1000156097 with Stowers Machinery Company. TCA 6-56-304.2 allows for this single source purchase, exempted from usual advertising and bidding requirements.

City of Chattanooga

Mayor Andy Berke

September 13, 2016

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

Subject: Requisition No. 142816 – Elgin Eagle Dual Street Sweepers (2) – Fleet Management – General Services Department

Dear Mr. Bohannon:

Council approval is recommended to issue a purchase order for the purchase of two (2) Elgin Eagle Dual Street Sweepers as needed by City Wide Services of the Public Work Department. Fleet Management will be purchasing the Street Sweepers for City Wide Services.

This purchase is from Sansom Equipment Company using NJPA Contract No. 02214-FSC. The cost is $261,814.00 each for a total of $523,628.00. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.

I recommend approval of this purchase to Sansom Equipment Company as being in the best interest of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

101 East 11th Street, Suite G13 • Chattanooga, TN 37402 OFFICE: (423) 643-7230 • FAX: (423) 643-7244
www.chattanooga.gov

ORACLE

Navigator Favorites Preferences Help Close Window

10K Validation Approval : Purchase Requisition 142816 for Haines, Rachel (523,628.00 USD)- NIGP Code: 975-78-00

Approve | Reject | Reassign | More Information Request

From	**Haines, Rachel**	Description	**Sansom-Elgin Eagle Dual Street Sweeper**
To	**10K Excess Notification**	Requisition Total	**523,628.00 USD**
Sent	**09-Sep-2016 12:22:52**	Estimated Tax	**0.00 USD**
Due	**16-Sep-2016 12:22:52**	Attachments	
ID	**1575093**		

This Requisition will cause the total purchase of this commodity to exceed $10,000 for the previous 12 months.

NOTE: If you want the Requestor to enter a requisition for a Blanket Agreement for this commodity, reject this requisition.

APPROVAL of this requisition will forward it to the next approver without a Blanket Agreement.

REJECTION of this requisition will return it to the requestor with a notification to create a requisition for a Blanket Agreement.

Approval Sequence

Kiesche, Brian Stanley → In Process

Num	Name	Action	Action Date	Note
1	Haines, Rachel Annette	Submitted	09-Sep-2016 12:22:52	

Related Applications

Open Document

Response

Note

Return to Worklist

Display next notification after my response

Approve | Reject | Reassign | More Information Request

Preferences Help Close Window

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VR-1 Form, 05/08

CITY OF CHATTANOOGA
GENERAL SERVICE/FLEET MANAGEMENT
Vehicle Request Form

This form shall be submitted with all requests for vehicles.

☑ Replacement Vehicle

☐ Additional Vehicle*
*Attach docs showing request through R&R or Capital Improvement

Downsize: Y ☐ / N ☑

	Replaced Vehicle	Requested Vehicle
Year	2 - 2005 and 1 - 2007	3- New Current Production Model
Make / Model	Elgin Mechanical Sweepers	Mechanical Sweepers
Vehicle Type	Mechanical Sweeper	Mechanical Sweeper
No. of Cylinders	8 Cylinders	8 Cyclinders
GVWR (if applicable)	26,000 GVWR	26,000 GVWR
Options*	2 Way Radio and AVL	As Specified
ID no.	WM179, WM183, WML953	All will be WML
Miles Per Gallon		

*Options: 4x4, trailer, towing package, diesel or gas

Reason for Replacement: Normal (Age/Mileage) Other (attach page, if needed)
All three units are beyond their life cycle age and mileage.

Intended use of vehicle and the justification explaining why this is the most appropriate (economical and efficient) vehicle for this intended use. This should be as detailed and specific as possible. (Attach page, if needed.)

These units will replace three of our six mechanical street sweepers that are responsible for sweeping city streets within the city limits of Chattanooga.

Intended Operator of Vehicle: Multiple Operators
(Special permission required for operators other than City Employee)

Primary Assignment:

☐ Individually assigned work vehicle

☑ Pooled work vehicle

☐ Special Purpose Vehicle (*unmarked/undercover)

*Signature certifying this is a Special Purpose Vehicle: _____

Commute Vehicle: Y ☐ / N ☑
*If yes attach map showing commuting mileage

Form Completed by Ricky Colston Phone: 423-643-6828

Fax: 423-643-6876 Email: _____

Approved: _____ (Requesting Dept) 7-21-16 (Date)

Approved: _____ (Fleet Administrator) _____ (Date)

QUOTE

QUOTE #	201601401
DATE	7/19/2016

SANSOM Equipment Company

City of Chattanooga

TO Rick Colston
Tennessee
(423) 757-5335

Danny Paladino
(615) 815-8508
danny@secequip.com

QUOTE STATUS	FREIGHT	PAYMENT TERMS	DELIVERY IN DAYS
NJPA Quote	Included	Net	120 - 150 Days

1	2016 Elgin Eagle Dual Street Sweeper
1	Discount per NJPA CONTRACT # 022014-FSC - Discount of $8,873.00
1	Mult municipal discount per Sansom Equipment
1	2016 Navistar Conventional chassis

TOTAL	$261,814.00

Does Not Include any Federal, State, or Local Taxes

To accept this quotation, sign here and return: _____

Thank You For Your Business!

LOCATIONS:

2800 Powell Avenue
Birmingham, AL 35233
Phone: 205-324-3104
Fax: 205-324-2679

7760 Highland Ave. North
Mobile, AL 36608
Phone: 251-631-3766
Fax: 251-631-3768

Find us on: facebook

Elgin Sweeper Company

NJPA AWARDED CONTRACT

Contract#: 022014-FSC
Category: Public Utility & Airport Equipment
Description: Street Sweepers
Maturity Date: 03/18/2018

Elgin Sweeper, located in Elgin, IL, is the leading manufacturer of street sweepers for municipal, contractor, airport, highway and industrial sweeping. Elgin has been designing and manufacturing quality sweeping products for nearly 100 years. We offer the broadest selection of sweepers including all variations of sweeping technology – mechanical, vacuum, regenerative air and now mechanical with vacuum assist for waterless dust suppression. Other new technologies such as PM-10 compliance, alternative fuel driven, and noise reduction are also available in select sweeper models. Street sweeping is a BMP that's recognized by the EPA for Stormwater remediation purposes.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
David Panizzi, Business Development Manager
Direct Phone: (847)622-7153
DPanizzi@elginsweeper.com
www.elginsweeper.com

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Federal Signal Corp. Date: Feb. 17, 2014

Company Address: 1415 W. 22nd Street Suite 1100

City: Oak Brook State: IL Zip: 60523

Contact Person: David Parizzi Title: Business Development Mgr. - ESG

Authorized Signature (ink only): David Parizzi David Parizzi
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro Excavators and/or Street Sweepers Equipment with Related Accessories + supplies

Federal Signal Corp

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 27th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coudle
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of March, 20 14 **NJPA Contract Number** # 022014-FSC

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of March, 20 14 **NJPA Contract Number** # 022014-FSC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Federal Signal Corp.

Vendor Authorized signature: _____ David Panizzi
(Name printed or typed)

Title: Business Development Manager

Executed this 24th day of March, 20 14 **NJPA Contract Number** # 022014-FSC

City of Chattanooga

Mayor Andy Berke

September 14, 2016

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

Subject: 140545 – Three (3) Fairbanks Morse Replacement Pumps – Waste Resources Division – Public Works Department

Dear Mr. Holland:

Council approval is recommended for the purchase of three (3) Fairbanks Morse pumps for the Waste Resources Division (WRD) of the Public Works Department. These pumps will be replacements for three (3) identical old pumps at the Moccasin Bend Wastewater Treatment Plant.

This sole source purchase from Guthrie Sales & Service will be in the amount of $91,245. Public Works recommends replacing the old pumps with identical pumps for three reasons: (1) three new motors are already in stock to fit this specific pump model, (2) to avoid the cost of piping and foundation modifications to install a different brand pump , and (2) to allow use of one of the old motors as a spare for the new pumps, after refurbishment. Guthrie Sales & Service is the exclusive municipal distributor for Fairbanks Morse Pumps in Tennessee . A written quotation from Guthrie Sales & Service is attached.

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

I recommend awarding this contract to Guthrie Sales and Service in the amount of $91,245.

Respectfully,

Bonnie Woodward

Bonnie Woodward
Director of Purchasing

101 East 11th Street, Suite G13 • Chattanooga, TN 37402 OFFICE: (423) 643-7230 • FAX: (423) 643-7244
www.chattanooga.gov

City of Chattanooga

Mayor Andy Berke

August 16, 2016

Ms. Bonnie Woodward
Director of Purchasing
City of Chattanooga
100 East 11th Street
Chattanooga, TN 37402

Subject: Division of Waste Resources (WRD) request for sole source purchase

Dear Ms. Woodward:

WRD needs to replace three Fairbanks Morse pumps in the Plant Water System. We are requesting the replacements be the same make and model as current pumps. A direct replacement would mean existing piping and pump supports would not need to be altered. The old pump deemed to be in the best condition could be refurbished and kept as a spare for use in the case of multiple pump failures.

WRD requests this order be placed with Guthrie Sales, Fairbanks Morse distributor for our area, as the sole source vendor. We request the formal bid process to prove sole source be waived because all other distributors respect Guthrie's territory and will not quote these items.

In my opinion, the City's best interest is served by the purchase of same make and model Fairbanks Morse pumps from Guthrie Sales at a total cost of $91,245.00.

Sincerely,

Justin Holland, Administrator
Department of Public Works

Geoffrey Hipp <ghipp@chattanooga.gov>

Re: Requisition 140545 - Guthrie Sales & Service Co

1 message

Bonnie Woodward <woodward@chattanooga.gov> Mon, Sep 12, 2016 at 9:01 AM
To: Justin Holland <jholland@chattanooga.gov>, Mike Patrick <mpatrick@chattanooga.gov>
Cc: Hipp Geoffrey <ghipp@chattanooga.gov>

Good Morning,

We are going to go forward with your requested basis, for this purchase. Please describe the extensiveness of potential alterations, in future letters, and this will cut down on potential ambiguity.

Thanks, and have a great week,
Bonnie

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

Procurement Manual

Bids and Solicitations

Vendor Registration

On Thu, Sep 1, 2016 at 9:58 PM, Justin Holland <jholland@chattanooga.gov> wrote:

Bonnie;
I requested additional supporting documentation from our operations.
Please see the summary below in regard to the need for a sole source purchase of the Fairbanks Morse Pump. We feel this direct replacement will save time and money during installation in this particular case. I support the decision for sole source and unless you feel strongly otherwise, request this purchase to proceed.
Let me know if you have any questions, need any additional information, or need to discuss other options after your review.

Thanks, Justin

---------- Forwarded message ----------
From: **Mike Patrick** <mpatrick@chattanooga.gov>
Date: Thursday, September 1, 2016
Subject: Requisition 140545 - Guthrie Sales & Service Co
To: Justin Holland <jholland@chattanooga.gov>

This may have a little more verbiage than we discussed but it sums up the situation well.

---------- Forwarded message ----------
From: **Jim Spence** <jspence@chattanooga.gov>
Date: Thursday, September 1, 2016
Subject: Re: Requisition 140545 - Guthrie Sales & Service Co

To: Mike Patrick <mpatrick@chattanooga.gov>

We have three new motors that will fit these new pumps that we have ordered. In addition we will be able to use one of the old motors as a spare motor. The pumps we have ordered are a direct replacement and can be installed by easily without any piping modifications. Purchasing any other brand of pump would require some and possibly significant piping modifications be made. We would also have three new motors plus a spare that we would probably not be able to use and additionally have to purchase three more. I understand everyone thinks that a motor is a motor and a pump is a pump but it just does not work that way. The last "substitution" we received was on our South Chickamauga motor and yes and does work. But it the wiring on it is completely different then the others. So we had to modify the location it was installed and now when it is moved to any other location that location will have to be modified and the location it came from will have to be modified back to fit the other pumps. This probably cost $800-$1000 every time this has to occur from now on because someone found the "same" motor cheaper. When it really does not matter we strive for competition. In reality, quite often it does matter a lot of the time to us.

On Thu, Sep 1, 2016 at 8:38 AM, Mike Patrick <mpatrick@chattanooga.gov> wrote:

Call me about this whenever you can after 9:30.

---------- Forwarded message ----------
From: **Justin Holland** <jholland@chattanooga.gov>
Date: Thursday, September 1, 2016
Subject: Re: Requisition 140545 - Guthrie Sales & Service Co
To: Mike Patrick <mpatrick@chattanooga.gov>

Mike,
Please review Bonnie's email and call me with some feedback.

On Wed, Aug 31, 2016 at 3:13 PM, Bonnie Woodward <woodward@chattanooga.gov> wrote:

Afternoon Justin,

Thank you for your attached letter and your patience.

After review, it appears as though seeking the Fairbanks Morse model of pumps may be causing a perpetual sole source restriction on the ability to compete the pumps, when other options are available.

I recognize and respect the value that you place on refurbishing the old pumps, and not having to modify the supports. However, our duty to compete general pump availability and potential cost savings appear to counteract it.

I welcome any questions you may have.

Thanks,
Bonnie

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

Procurement Manual

Bids and Solicitations

Vendor Registration

--
Michael Patrick P.E.
Director, Waste Resources Division
City of Chattanooga, TN
423-643-6903

--
Jimmy Spence
Maintenance Manager
City of Chattanooga
455 Moccasin Bend Rd.
Chattanooga, TN 37405
(O) 423 643-7088
(C) 423 421-4491

--
Michael Patrick P.E.
Director, Waste Resources Division
City of Chattanooga, TN
423-643-6903

SDS 7-29-16
23050

GUTHRIE
SALES & SERVICE
WATER AND WASTEWATER TREATMENT EQUIPMENT

7003 Chadwick Drive, Suite #300
Brentwood, TN 37027
Office Phone: (615)-377-3950

QUOTATION

DATE: June 24, 2016
ATTN: Darrell Sutton
RE: Fairbanks Morse
SN K2N105663234-2
LEAD TIME: 14 weeks

Terms: Net 30
Freight: Freight Allowed

QTY	DESCRIPTION	NET ea.	Net Ext.
1	Base, volute, suction elbow, fronthead, motor high rise base, and rotating assembly, with Impeller	$	31,415.00
3	Base, volute, suction elbow, fronthead, motor high rise base, and rotating assembly, with Impeller	$	91,245.00

Guthrie Sales is pleased to offer the above service/material and the prices with lead times quoted. If you have any questions or concerns regarding this quotation please contact us immediately.

Sincerely,

Chris Jones
(615) 478-8190 chris@jtguthrie.com

City of Chattanooga

Mayor Andy Berke

September 12, 2016

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

Subject: Requisition No. 142366 – Track Hoes for Sewer Maintenance (3) – Waste Resources Division – Public Work Department

Dear Mr. Holland:

Council approval is recommended to issue a purchase order for the purchase of three (3) Track Hoes for Sewer Maintenance as needs by Waste Resources Division of the Public Work Department.

This purchase is from Stowers Machinery Corporation using State of Tennessee contract number SWC220-48446, Item No. 1000156097 Excavator (Track and Rubber Tire) – Heavy Equipment in the amount of $361,327.95. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.

I recommend approval of this purchase to Stowers Machinery Corporation based on the lowest bid meeting the specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

101 East 11th Street, Suite G13 • Chattanooga, TN 37402 OFFICE: (423) 643-7230 • FAX: (423) 643-7244
www.chattanooga.gov

SALES PROPOSAL

STOWERS MACHINERY CORPORATION
4066 South Access Road, Chattanooga, TN 37406

DATE: August 12, 2016
PROPOSAL ID: 002849C

PREPARED FOR
JIM TEMPLETON
101 EAST 11TH ST SUITE 101
CHATTANOOGA TN 37402

COMPANY
CITY OF CHATTANOOGA
101 EAST 11TH ST SUITE 101
CHATTANOOGA TN 37402

PREPARED BY
BRAD ABSTANCE
PHONE: 423-322-6577
EMAIL: babstance@stowerscat.com

DESCRIPTION
CAT 308E2
308E2 MHE RUBBER BELT TRK DCA1

MACHINE PRICE	$	105,422.20
PREMIER (5 YRS / 5,000 HRS)		(included)
361-1099 HYD PIN GRABBER COUPLER		(included)
5 YEAR TRAVEL TIME AND MILEAGE FOR WARRANTY REPAIRS		(included)
PRODUCT LINK AND 5 YEAR SUBSCRIPTION	$	1,596.00
295-5954 24" BUCKET		(included)
LED LIGHTS		(included)
SERVICE MANUAL		(included)
5 YEAR 5000 HOUR PM AGREEMENT	$	13,424.45
308-0324 BUCKET PINS X 2		(included)
TOTAL SALES PRICE	$	120,442.65

IMPORTANT NOTES
This unit is subject to prior sale. Otherwise, this offer is valid for 60 days from the date shown above, except by prior agreement. The information shown in this offer is subject to the prices, terms, and governmental regulations in effect at the date of delivery for all machines, parts, and service. Stowers Machinery Corporation reserves the right to correct clerical errors. Shipping costs and state and local taxes are not included unless specified.

This proposal is prepared by Brad Abstance
BRAD ABSTANCE

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Stowers Machinery Corp
PO Box 14802
Knoxville, TN 37914-1802

Vendor ID: 0000000916

Contract Number: 00000000000000000000048446

Awarded Regions 1 & 2

Title: SWC 220 Heavy Equipment

Start Date : December 01, 2015

End Date: November 30, 2018

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

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education charter in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Clyde D Hicks
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-2026
Fax: 615-741-0684

Line Information
Caterpillar

Line 1
Item ID:
1000171676 Backhoe - Heavy Equipment - Generic Asset
Unit of Measure: EA

Small Backhoes	37 % Discount	10 % Discount on Options
Medium Backhoes	38% Discount	10 % Discount on Options
Large Backhoes	38% Discount	10% Discount on Options

Line 2
Item ID:
1000156890 Bulldozer - Heavy Equipment - Generic Asset
Unit of Measure: EA

Small Bulldozers	33.5% Discount	10% Discount on Options
Medium Bulldozers	32 % Discount	10% Discount on Options
Large Bulldozers	29% Discount	10% Discount on Options

Line 3
Item ID:
1000156097Excavator (Track and Rubber Tire) - Heavy Equipment - Generic Asset
Unit of Measure: EA

Compact	35% Discount	10% Discount on Options
Small	33% Discount	10% Discount on Options
Medium	31% Discount	10% Discount on Options
Large	32% Discount	10% Discount on Options
Extra Large	29% Discount	10% Discount on Options

Line 4
Item ID:
1000171679Loaders (Articulated Rubber Tire) - Heavy Equipment - Generic Asset
Unit of Measure: EA

Small	34.5% Discount	10% Discount on Options
Medium	39% Discount	10% Discount on Options
Large	29% Discount	10% Discount on Options

Line 5
Item ID:
1000156926 Graders, Motorized - Heavy Equipment - Generic Asset
Unit of Measure: EA

Small	50.5% Discount	10% Discount on Options
Medium	50.5% Discount	10% Discount on Options
Large	50.5% Discount	10% Discount on Options

APPROVED: Michael F Perry CPO — CHIEF PROCUREMENT OFFICER BY: Clyde Hicks — CATEGORY SPECIALIST 11/30/2015 DATE