

Hamilton County Board of County Commissioners

August 20, 2014

AGENDA

ROLL CALL

INVOCATION - **Commissioner Skillern**

PLEDGE TO THE FLAG - **Commissioner Skillern**

- Minutes Recessed Meeting - July 23, 2014
- Minutes Recessed Meeting and Agenda Session - July 30, 2014
- Minutes Regular Meeting - August 6, 2014
- Res. No. 814-23 A Resolution to approve and accept applications for notary public positions.
- Res. No. 814-24 A Resolution to amend the Hamilton County Zoning Regulations, Article VI, Section 401 Planned Unit Development, Permitted Uses, To Allow All Uses Permitted In The Underlying Zone.
- Report Report on Debt Obligation
- Report Order of Designation Planning Commission Todd Leamon
- Report Criminal Court Clerk Report June
- Report Bakewell Utility District reappointment of George Wright
- Res. No. 814-25 A Resolution confirming the appointment by the County Mayor of Richard G. Youngblood to the Chattanooga-Hamilton County Hospital Authority Board of Trustees.
- Res. No. 814-26 Resolution 814-26 Not Used.
- Res. No. 814-27 A Resolution accepting the "2014 Justice Assistance Grant" with a term ending September 30, 2017 and amending the Sheriff's Office Capital Outlay Budget by \$45,506.
- Res. No. 814-28 A Resolution accepting the quotation of DataWorks Plus, LLC for software maintenance and support for the LiveScan Plus System amounting to \$34,491.50 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 814-29 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of July 1, 2014, through July 31, 2014, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 814-30 A Resolution of the legislative body of Hamilton County, Tennessee, authorizing expenditures in an aggregate amount not to exceed twenty-six million two hundred and fifty thousand dollars (\$26,250,000) to the City of Chattanooga Industrial Development Board to fund construction of certain items in conjunction with the expansion of the Volkswagen site at the Enterprise South Industrial Park, to amend the General Fund budget from previously unbudgeted funds and to declare its intention to reimburse itself if necessary with the proceeds of its General Obligation Bonds.
- Res. No. 814-31 A Resolution adding Compass Auctions & Real Estate to the list of approved internet auction sites to be used for auctioning surplus personal property subject to Part Eight of the Hamilton County Purchasing Rules.
- Res. No. 814-32 A Resolution authorizing the County Mayor to sign a contract in the amount of \$32,600 with the Scenic Cities Beautiful Commission to provide litter prevention education services with a contract period beginning July 01, 2014 and ending June 30, 2015.
- Res. No. 814-33 A Resolution accepting the proposal of Alcohol Monitoring Systems, Inc. for one year contract unit pricing, beginning August 21, 2014 through August 20, 2015, with the option to renew annually for an additional four (4) years, for offender alcohol and GPS monitoring products and services for the Corrections Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 814-34 A Resolution accepting the bids of Contech Engineered Solutions, LLC and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for concrete and metal culvert for the Highway Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 814-35 A Resolution accepting the bids of Southeastern Materials, Inc., Hudson Materials Company, Blackledge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC. for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for asphalt road materials and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 814-36 A Resolution accepting the bid of 84 Lumber Company for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for bagged Portland cement for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 814-37 A Resolution accepting the bids of Martin Marietta Materials, Vulcan Construction Materials, Dunlap Stone, Inc., Apac Paving, Inc. dba Midsouth Aggregates, and Sequatchie Concrete Service, Inc. for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for crushed stone and sand for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 814-38 A Resolution accepting the bids of Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambert Concrete for six (6) months contract pricing, beginning September 7, 2014 through March 6, 2015, for ready mix concrete for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 814-39 A Resolution authorizing the County Mayor to enter into and execute a real estate purchase agreement and to sign all closing documents necessary to purchase certain property for the benefit of the Sale Creek Middle and High School.
- Res. No. 814-40 A Resolution to authorize the County Mayor to enter into and execute a contract with Derthick, Henley & Wilkerson Architects for design of the new Ganns Middle Valley Elementary school for an amount not to exceed \$1,438,694.00.
- Res. No. 814-41 A Resolution to authorize the County Mayor to enter into and execute a contract with Franklin Architects for design of the Nolan Elementary School addition for an amount not to exceed \$328,590.00.
- Res. No. 814-42 A Resolution to authorize the County Mayor to enter into and execute a contract with Hefferlin + Kronenberg Architects for design of the Sale Creek Middle/High School addition for an amount not to exceed \$679,300.00.
- Res. No. 814-43 A Resolution to authorize the County Mayor to enter into and execute a contract with Billingsley/Architecture for design of the Wolftever Elementary School addition for an amount not to exceed \$421,976.00.
- Res. No. 814-44 A Resolution to confirm the appointment by the County Mayor of Nettie Gerstle as Director of Administrative Services in the Health Services Division.
- Res. No. 814-45 A Resolution to authorize the County Trustee to advance to certain county officers funds needed to begin a new term.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission and do not necessarily represent the religious beliefs or views of the Commission in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Commission.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
JULY 23, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) July 23, 2014

BE IT REMEMBERED, that on this 23rd day of July, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present and presiding was the Honorable Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

Commissioner Graham welcomed retiring State Representative Richard Floyd, who gave the invocation. Commissioner Graham led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
JULY 23, 2014**

Chairman Skillern noted that today's recessed meeting was outside the normal schedule and taking place to accommodate Volkswagen's expansion project.

Attorney Taylor spoke in regards to the Memorandum of Understanding (MOU), which is attached to Resolution No. 714-31. He noted that "Exhibit C – Expansion Project Schedule" of the MOU was purposely not made a part of the public record at the request of Volkswagen officials. He further stated that the Commission received a copy of the "Exhibit C – Expansion Project Schedule" during a meeting of attorney/client privilege. Attorney Taylor and Mayor Coppinger both reported that "Exhibit C" contained confidential information that, if made available to the public, may jeopardize the competitiveness of the bids for the expansion project. Mayor Coppinger emphasized that "Exhibit C" strictly pertains to the expansion project's timeline and does not include taxpayer monies.

At this time Chairman Skillern asked that Resolution No. 714-31 be read into the record.

RESOLUTION NO. 714-31 A RESOLUTION APPROVING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING AMONG HAMILTON COUNTY, TENNESSEE, THE CITY OF CHATTANOOGA, TENNESSEE, THE INDUSTRIAL DEVELOPMENT BOARD FOR THE CITY OF CHATTANOOGA, AND VOLKSWAGEN GROUP OF AMERICA FOR THE EXPANSION OF THE CURRENT VOLKSWAGEN

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
JULY 23, 2014**

AUTOMOBILE ASSEMBLY PLANT IN HAMILTON COUNTY, AS EXECUTED AND ATTACHED HERETO.

Volkswagen announced its expansion of their present plant site for the manufacturing of an additional vehicle model. The new vehicle model is due to be brought off the assembly line in the latter part of 2016. Resolution No. 714-13 approves the Memorandum of Understanding amongst Volkswagen Group of America Chattanooga Operations, LLC, Hamilton County, the City of Chattanooga, the Industrial Development Board of the City of Chattanooga, and the Chattanooga Area Chamber of Commerce.

ON MOTION of Commissioner Graham, seconded by Commissioner Bankston, to adopt Resolution No. 714-31. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern added that there were one or two small items in the said agreement to which he had questions. He further added that the MOU was a "good

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
JULY 23, 2014**

agreement” and in the best interest of the citizens of Hamilton County and surrounding areas.

Chairman Skillern announced that the Commission had Resolution No. 714-32 before them for consideration. He indicated that the Resolution confirmed a settlement of storm water fees the City of Chattanooga said due from the Hamilton County Board of Education, and Chattanooga’s liquor-by-the-drink tax said due to the Board of Education.

Resolution No. 714-32 approves entering into the agreement between the Hamilton County Board of Education and the City of Chattanooga enforcing certain provisions of Tennessee Code Annotated Section 57-4-30.

RESOLUTION NO. 714-32 A RESOLUTION APPROVING THE ENTERING INTO OF A SETTLEMENT AGREEMENT OF THE LAWSUIT OF HAMILTON COUNTY BOARD OF EDUCATION vs. THE CITY OF CHATTANOOGA, TENNESSEE.

ON MOTION of Commissioner Beck, seconded by Commissioner Haynes, to adopt Resolution No. 714-32. The motion was not voted on at this time.

Commissioner Graham recommended that Resolution No. 714-32 be deferred until the Recessed Meeting on Wednesday, July 30, 2014.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
JULY 23, 2014**

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to defer Resolution No. 714-32.

Commissioner Graham added that an additional week would allow the public to address any concerns they may have and allow for further questioning. The motion was not voted on at this time.

In response to Commissioner Field's question, Attorney Taylor confirmed that Resolution No. 714-32 was a time sensitive matter. The agreed upon settlement agreement requires The City of Chattanooga to pay their first of six equal annual payments on August 1, 2014.

At this time lengthy conversation regarding Resolution No. 714-32 took place.

In response to questioning from Commissioner Haynes, Attorney Taylor confirmed that the addition of Section 4 "Ratification and Approval" on page four of the Interlocal Agreement was made at the request of the Commission during an attorney client meeting on this matter.

At this time the motion to defer Resolution No. 714-32 was voted on.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
JULY 23, 2014**

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to defer Resolution No. 714-32 until the Recessed Meeting on Wednesday, July 30, 2014. The foregoing motion to defer the Resolution failed on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Nay"; Commissioner Beck, "Nay"; Commissioner Boyd, "Aye"; Commissioner Fields, "Nay"; Commissioner Graham, "Aye"; Commissioner Haynes, "Nay"; Commissioner Henry, "Nay"; Commissioner Mackey, "Nay"; and Chairman Skillern, "Nay". Total present – 9. Total absent – 0. Total "Aye" votes – 2. Total "Nay" votes – 7.

Motion to defer having failed Chairman Skillern called for the vote on the main motion made by Commissioner Beck, seconded by Commissioner Haynes, to adopt Resolution No. 714-32.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Nay"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
JULY 23, 2014**

ANNOUNCEMENTS

Chairman Henry asked for announcements from members of the Commission.

Mayor Coppinger thanked the Commission for their support in the Volkswagen expansion project.

DELEGATIONS

Chairman Henry asked for delegations on matters other than zoning.

There being no further business, Chairman Henry declared the meeting in recess until Wednesday, July 30, 2014 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JULY 30, 2014**

COMMITTEE ASSIGNMENTS

Chairman Skillern indicated the upcoming agenda items would be considered as follows:

- Resolution No. 814-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- An Order of Designation to the Planning Commission would be submitted as a matter of record
- Quarterly Fee Office Reports would be submitted as a matter of record.
- Quarterly Investment Reports would be submitted as a matter of record.
- The County Trustee's Monthly Report and Excess Fee Report for June 2014 would be submitted as a matter of record.
- Resolution No. 814-2 was an appointment, which required no committee assignment.
- Resolutions No. 814-3 through 814-10, 814-13, and 814-16 through 814-19 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolutions No. 814-11 and 814-12 were assigned to the Roads Committee, chaired by Commissioner Bankston.
- Resolutions No. 814-14 and 814-15 were assigned to the Legal Committee, chaired by Commissioner Fields.
- Resolutions No. 814-20 and 814-22 were heard by a Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 814-22

Chairman Skillern asked that Resolution No. 814-22, which would appoint G. Michael Luhowiak as Public Administrator for a four-year term, be read into the record at this time. There was no discussion regarding this Resolution. Chairman Skillern indicated the committee would be recommending approval.

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AGENDA PREPARATION SESSION
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COMMITTEE OF THE WHOLE – RESOLUTION NO. 814-20

Chairman Skillern spoke regarding this Resolution, which would accept \$100,000 of discretionary funding allotted to Chairman Skillern, and allocate the funds exclusively for the construction of a new road beginning at an intersection with Sequoyah Road and ending at Daisy Elementary School. The road would be built on County property purchased approximately two years ago. He reported that the school system had agreed to pay any expenses over the \$100,000 amount. The County Engineering Department would oversee this project.

Mayor Coppinger added that this new road would help alleviate crowding on the current road, which was also shared with Soddy Daisy High School.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Mackey spoke regarding a recent news report that the City of Chattanooga would be partnering with the State Highway Patrol to begin patrolling within City limits.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
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JULY 30, 2014**

Commissioner Graham announced that today was his wife Leticia's birthday. He wished her a happy birthday.

Members of the Commission welcomed State Representative and former Commissioner JoAnne Favors, who was in the audience today.

Attorney Taylor asked that members of the Commission meet with him for a brief legal meeting in the adjacent conference room immediately following adjournment of today's meeting.

DELEGATIONS

Chairman Skillern asked for delegations on matters other than zoning.

Rick Carpenter, a resident at 3119 Chicalilly Avenue, again addressed the Commission regarding his conflict with the Water and Wastewater Treatment Authority (WWTA). He asked questions pertaining to the Commission's authority over the WWTA and specifically the funding of attorney Chris Clem's position with WWTA.

County Attorney Rheubin Taylor informed Mr. Carpenter that the County Commission did not have authority over actions of the WWTA Board, or the funding of

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
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their legal counsel. Chairman Skillern stated that the Commission is not the appointing authority for WWTA Board members.

Mr. Carpenter in his allotted time at the podium also quoted Election Administrator Steelman as stating that the Election Commission lacked jurisdiction in the area of voter suppression.

State Representative JoAnne Favors was present at today's meeting. She expressed special appreciation for the long service of outgoing Commissioner Skillern. She also praised the Commission for their diligent work for the citizens of Hamilton County. She reported that she had been working for nearly two years on matters concerning the Affordable Healthcare Act. She asked the Commission consider this Act from a new light, regarding how it would give access to affordable healthcare to members throughout the County.

There being no further business, Chairman Skillern declared the meeting adjourned.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JULY 30, 2014**

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
AUGUST 6, 2014**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) August 6, 2014

BE IT REMEMBERED, that on this 6th day of August, 2014, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, Chairman Pro Tempore. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Graham, Commissioner Henry, and Chairman Pro Tempore Fields. Commissioner Mackey and Chairman Skillern were absent. Commissioner Haynes arrived during the invocation. Total present - 7. Total absent – 2.

Chairman Pro Tempore Fields reported that Commissioner Mackey and Chairman Skillern would not be in attendance at today’s meeting.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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Attached hereto is a copy of the Public Notice of this meeting, which was published in a local newspaper and made a matter of record of this meeting.

Commissioner Graham reported that Pastor Lesley Radius, Resurrection Lutheran Church, who was scheduled to give the invocation, was stuck in traffic and not present at this time. He asked that Sheriff Jim Hammond give the invocation. Commissioner Graham led in the pledge to the flag.

Chairman Pro Tempore Fields later noted that Pastor Radius had arrived for the meeting. He expressed his appreciation to Pastor Radius for her willingness and hoped that she would return again to the Commission in the future.

APPROVAL OF MINUTES

ON MOTION of Commissioner Henry, seconded by Commissioner Bankston, that the minutes of the Recessed Meeting of July 9, 2014, Agenda Preparation Session of July 9, 2014, and the Regular Meeting of July 16, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner

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Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye".

Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 814-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BOND OF DEPUTY
SHERIFF, THE OATHS OF DEPUTY SHERIFFS, AND THE CERTIFICATE OF
DISCHARGE BY THE BOARD OF EQUALIZATION.**

ON MOTION of Commissioner Bankston, seconded by Commissioner Henry, to adopt Resolution No. 814-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

TRUSTEE'S EXCESS FEE REPORT

The Trustee's excess fee report for June 2014 was submitted and made a matter of record.

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TRUSTEE'S MONTHLY REPORT

The Trustee's monthly report for June 2014 was submitted and made a matter of record.

ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting of July 14, 2014.

QUARTERLY INVESTMENT REPORT FOR QUARTER ENDING JUNE 30, 2014

The quarterly investment report of Hamilton County government for the quarter ending June 30, 2014 was submitted as a matter of record of this meeting.

FEE OFFICIAL REPORTS

Fee reports for the following constitutional officers were submitted as a matter of record of this meeting:

Clerk & Master – April through June 2014
Circuit Court Clerk – April through June 2014
County Clerk – April through June 2014
Register of Deeds – April through June 2014

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**RESOLUTION NO. 814-2 A RESOLUTION CONFIRMING THE REAPPOINTMENT
BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY BEER
BOARD, TERM EXPIRING JULY 22, 2016.**

Resolution No. 814-2 confirms the reappointment of Ed Townson to the Hamilton County Beer Board for a two-year term expiring July 22, 2016.

ON MOTION of Commissioner Bankston, seconded by Commissioner Haynes, to adopt Resolution No. 814-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 814-3 A RESOLUTION APPROVING THE PURCHASE OF AN
ANNUAL MAINTENANCE CONTRACT FOR MOBILE LAW VEHICLE
WORKSTATION SOFTWARE AND FBR WORKSTATION SOFTWARE AMOUNTING
TO \$47,396.76 FROM TRITECH SOFTWARE SYSTEMS FOR THE SHERIFF'S
DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

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Commissioner Graham provided details regarding Resolution No. 814-3 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 814-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Pro Tempore Fields asked that Resolutions No. 814-4 through 814-6 be considered together at this time.

RESOLUTION NO. 814-4 A RESOLUTION ACCEPTING THE BIDS OF CUSTOMER SERVICE ELECTRIC SUPPLY, POWER & TELEPHONE SUPPLY COMPANY, AND SHIELDS ELECTRONICS SUPPLY, INC. FOR CONTRACT UNIT PRICING, BEGINNING AUGUST 6, 2014, THROUGH FEBRUARY 5, 2015, FOR COMMUNICATIONS CABLE FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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RESOLUTION NO. 814-5 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JUNE 1, 2014, THROUGH JUNE 30, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 814-6 A RESOLUTION ACCEPTING THE BID OF HENRY SCHEIN, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING AUGUST 6, 2014, THROUGH AUGUST 5, 2015, FOR MEDICAL GLOVES AMOUNTING TO \$9.58 PER BOX FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham provided details regarding Resolutions No. 814-4 through 814-6 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolutions No. 814-4 through 814-6. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore

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Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Pro Tempore Fields asked that Resolutions No. 814-7 through 814-10 be considered together at this time.

RESOLUTION NO. 814-7 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$303,400.00 TO PROVIDE TUBERCULOSIS CONTROL SERVICES IN HAMILTON COUNTY FOR A TIME PERIOD OF JULY 1, 2014 THROUGH JUNE 30, 2015 AND TO REDUCE THE REVENUE AND EXPENSE BUDGETS BY \$73,200.00.

RESOLUTION NO. 814-8 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT IN THE AMOUNT OF \$4,020.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE EMERGENCY DENTAL CARE FOR UNINSURED ADULTS AGES 19 – 64 YEARS FOR THE TIME PERIOD

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JULY 1, 2014 THROUGH JUNE 30, 2015 AND TO AMEND THE REVENUE AND EXPENSE BUDGETS BY \$4,020.00.

RESOLUTION NO. 814-9 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE PRIMARY CARE SERVICES TO UNINSURED ADULTS AGES 19 – 64 YEARS AT THE OOLTEWAH HEALTH CENTER FOR THE TIME PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 IN THE AMOUNT OF \$22,500.00 AND REDUCE THE REVENUE AND EXPENSE BUDGETS BY \$2,500.00.

RESOLUTION NO. 814-10 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE PRIMARY CARE SERVICES TO UNINSURED ADULTS AGES 19 – 64 YEARS AT THE BIRCHWOOD HEALTH CENTER FOR THE TIME PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 IN THE AMOUNT OF \$10,000.00 AND REDUCE THE REVENUE AND EXPENSE BUDGETS BY \$2,000.00.

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Commissioner Graham provided details regarding Resolutions No. 814-7 through 814-10 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolutions No. 814-7 through 814-10. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Pro Tempore Fields asked that Resolutions No. 814-11 and 814-12 be considered together at this time.

RESOLUTION NO. 814-11 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" BY CHANGING THE SPEED LIMIT OF WACONDA SHORES DRIVE, WACONDA ROAD, AND WACONDA LANE FROM 30 MILES PER HOUR TO 25 MILES PER HOUR; AND WACONDA COURT FROM 30 MILES PER HOUR TO 20 MILES PER HOUR.

**HAMILTON COUNTY COMMISSION
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RESOLUTION NO. 814-12 A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFOR: LITTLE SORREL ROAD AND MUSKET LANE AS EXTENDED.

Commissioner Bankston provided details regarding Resolutions No. 814-11 and 814-12 and stated that the Roads Committee reviewed and recommended approval.

ON MOTION of Commissioner Bankston, seconded by Commissioner Henry, to adopt Resolutions No. 814-11 and 814-12. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; and Chairman Pro Tempore Fields, “Aye”. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

RESOLUTION NO. 814-13 A RESOLUTION AUTHORIZING THE SLOPE STABILIZATION REPAIR OF ROBERTS MILL ROAD BY GEOSTABILIZATION INTERNATIONAL AMOUNTING TO \$306,845.00 FROM THE STATE CONTRACT FOR SOIL NAILING AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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Commissioner Graham provided details regarding Resolution No. 814-13 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolutions No. 814-13. The motion was not voted on at this time.

Upon questioning by Commissioner Haynes, Public Works Administrator Todd Leamon responded that the tentative schedule to close for repair would be August 18th.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Pro Tempore Fields asked that Resolutions No. 814-14 and 814-15 be considered together at this time.

RESOLUTION NO. 814-14 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A DEED CONVEYING HAMILTON COUNTY'S INTEREST IN CERTAIN

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**PROPERTY ACQUIRED THROUGH A PREVIOUS DELINQUENT TAX SALE AND
JOINTLY OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA.**

**RESOLUTION NO. 814-15 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO SIGN ALL DOCUMENTS NECESSARY TO CONVEY A PERMANENT WATER
LINE EASEMENT TO TENNESSEE-AMERICAN WATER COMPANY FOR THE
PURPOSE OF CONSTRUCTING A WATER TRANSMISSION MAIN UPON A
PORTION OF HAMILTON COUNTY-OWNED PROPERTY.**

Commissioner Bankston provided details regarding Resolutions No. 814-14 and 814-15 and stated that the Legal Committee reviewed and recommended approval.

ON MOTION of Commissioner Bankston, seconded by Commissioner Henry, to adopt Resolutions No. 814-14 and 814-15. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

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Chairman Pro Tempore Fields asked that Resolutions No. 814-16 through 814-19 be considered together at this time.

RESOLUTION NO. 814-16 A RESOLUTION ACCEPTING THE BID OF THOMAS BROTHERS CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE TENNESSEE RIVERWALK DOWNTOWN SEGMENT PHASES I-III AMOUNTING TO \$11,696,858.49 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 814-17 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN AN AMENDMENT TO THE GRANT AGREEMENT WITH THE CITY OF CHATTANOOGA AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR \$1,450,000 IN ADDITIONAL SUPPORT FOR THE DOWNTOWN RIVERWALK.

RESOLUTION NO. 814-18 A RESOLUTION ACCEPTING THE PROPOSAL OF EMS INNOVATIONS, INC. FOR ONE (1) MOBILE MORTUARY UNIT AMOUNTING TO \$52,852.00 FOR THE MEDICAL EXAMINER'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 814-19 A RESOLUTION ACCEPTING THE QUOTATION FROM TYNER TERMINAL RAILROAD FOR TRACK REPAIRS AT ENTERPRISE SOUTH

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INDUSTRIAL PARK AMOUNTING TO \$152,400.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham provided details regarding Resolutions No. 814-16 through 814-19 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolutions No. 814-16 through 814-19. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 814-20 A RESOLUTION ACCEPTING ONE HUNDRED THOUSAND (\$100,000.00) OF DISCRETIONARY FUNDS ALLOTTED TO COUNTY COMMISSIONER FRED SKILLERN, REPRESENTING COMMISSION DISTRICT 1, AND ALLOCATING SAID FUNDS EXCLUSIVELY FOR THE CONSTRUCTION OF A

**HAMILTON COUNTY COMMISSION
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**NEW ROAD BEGINNING AT AN INTERSECTION WITH SEQUOYAH ROAD AND
ENDING AT DAISY ELEMENTARY SCHOOL.**

Commissioner Graham noted that Resolution No. 814-20 had been heard both as a Committee of the Whole and by the Finance Committee. He provided details regarding this item and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 814-20. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 814-22 A RESOLUTION APPOINTING G. MICHAEL LUHOWIAK
AS PUBLIC ADMINISTRATOR, FOR A TERM OF FOUR (4) YEARS, COMMENCING
THIS DATE, AND ENDING AUGUST 2018 AND TO ESTABLISH BOND
THEREFORE.**

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Chairman Pro Tempore Fields reported that Resolution No. 814-22 had been heard by a Committee of the Whole.

ON MOTION of Commissioner Graham, seconded by Commissioner Henry, to adopt Resolution No. 814-22. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; and Chairman Pro Tempore Fields, "Aye". Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Pro Tempore Fields asked for announcements from members of the Commission.

Members of the Commission, Attorney Taylor, and Mayor Coppinger encouraged residents of Hamilton County to vote in the August 7th State Primary and Hamilton County General Elections.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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DELEGATIONS

Chairman Pro Tempore Fields asked for delegations on matters other than zoning.

Yolanda Denise Parmes Montgomery, a resident at 4420 Fagan Street Apt. B, addressed the Commission in support of prayer and the Bible in schools. She distributed a petition signed by 26 citizens to members of the Commission regarding this matter.

John Konvalinka, an attorney representing Helen Burns Sharp, addressed the Commission regarding development on Black Creek Mountain. He asked that the Commission reconsider their approval on June 6, 2012 of Resolution No. 612-27, which approved an economic impact plan for the Black Creek Mountain area and authorized the appropriate County officials to take all actions required to implement said plan.

Mr. Konvalinka distributed to members of the Commission an excerpt of a deposition document. Upon request by Clerk Knowles, a copy of the document was later submitted to the Clerk's office for the record. Mr. Konvalinka stated that in the document, Commissioner Henry confirmed that he would not have supported Resolution No. 612-27 had he known that Tax Increment Financing (TIF) funds would be utilized to pay \$232,252.00 in legal fees.

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Pam Fields, a resident at 4058 Day Lily Trail, informed the Commission of a court hearing being held today in the 6th Circuit Court of Appeals in Cincinnati, Ohio regarding the definition of traditional marriage as defined in the Tennessee Constitution. She asked that everyone remember this case today in their thoughts and prayers.

There being no further business, Chairman Pro Tempore Fields declared the meeting in recess until Wednesday, August 13, 2014 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ WJK
Date Clerk's Initials



Hamilton County Board of Commissioners RESOLUTION

No. 814-23

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

WHEREAS, William F. (Bill) Knowles, Hamilton County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled **HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS** have duly applied for the positions so sought; and

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY BOARD OF COMMISSIONERS:

1. That the persons named on the listing labeled **HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER PASSAGE.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

AUGUST 20, 2014

NAME	RESIDENCE	BUSINESS
Mohammed Ali	1223 Helena Drive Hixson, TN 37343 423-877-5291	Bank of America 633 Chestnut Street Chattanooga, TN 37450 423-752-8111
Sumer Arispe	1904 Chamberlain Ave., Apt. 1 Chattanooga, TN 37404 615-473-9524	Chambliss Center for Children 315 Gillespie Road Chattanooga, TN 37404 423-698-2456
Ashton Asberry	3914 Marigold Drive Chattanooga, TN 37421 423-414-6809	Check into Cash 3800 Tennessee Ave., Ste. F Chattanooga, TN 37409 423-822-9803
Julie Barringer	813 Young Avenue Chattanooga, TN 37405 423-267-2229	J.D. Frost & Company, PLLC. 412 Georgia Ave., Ste. 102 Chattanooga, TN 37403 423-486-9300
Robyn Berry	5900 Rainbow Springs Drive Chattanooga, TN 37416 423-779-2420	Mountain Management Services 5600 Brainerd Rd., Ste. 500 Chattanooga, TN 37416 423-414-3564
Amy L. Brauch	4918 Willow Lawn Drive Chattanooga, TN 37416 423-316-1752	Farm Credit Mid America 7605 Hamilton Park Drive Chattanooga, TN 37421 423-510-9429
Brittney Leigh Brown	4357 Jimmy Drive Rocky Face, GA 30740 706-280-9348	Chattanooga Plumbing, Inc. PO BOX 4098 Chattanooga, TN 37405 423-266-3271
Cristina Cabrera-Lopez	3232 Castle Ave., Apt. B East Ridge, TN 37412 423-308-9284	Erlanger Health System 100 E. 37th Street Chattanooga, TN 37410 423-778-2700
Michelle Campbell	9187 Dayflower Drive Ooltewah, TN 37363 423-394-8245	Concept Construction 3374 Lead Mine Valley Rd. Cleveland, TN 37311 423-883-1800
Rebecca L. Carpenter	622 Timber Ridge Drive Hixson, TN 37343 423-596-1663	Northshore/Realty Center Insurance 699 Dallas Road Chattanooga, TN 37405 423-643-9330

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 20, 2014**

NAME	RESIDENCE	BUSINESS
Crystal D. Clay	107 Baxter St., #D Chattanooga, TN 37415 423-580-2019	Erlanger Health System 100 E. 37th Street Chattanooga, TN 37410 423-778-2730
Kimberly A. Clay	6254 Jacq Court Hixson, TN 37343 423-842-7170	Robinson, Smith & Wells 633 Chestnut Street, Ste. 700 Chattanooga, TN 37450 423-756-5051
Dominique Drake	203 Headlyn Drive Hixson, TN 37343 423-718-1490	Self Employed Same Same N/A
Angel Duncan	320 Hogan Circle Rossville, GA 30741 423-290-3150	Solid Gold Leads, Inc. 63 Cool Springs Rd. Signal Mtn., TN 37377 800-233-1773
Alinda Edmonds	1719 S. Seminole Dr., Apt. A Chattanooga, TN 37412 423-827-2386	Check into Cash 5503 Hwy. 153, Ste. D Hixson, TN 37343 423-870-4000
Christine M. Esposito	9303 Wyndover Drive Ooltewah, TN 37363 401-632-9669	Thornbury & Morgan One Union Sq., Ste. 500 Chattanooga, TN 37402 423-756-2221
Mark D. Fant	914 Huntington Circle Hixson, TN 37343 423-503-7353	TVFCU PO BOX 23967 Chattanooga, TN 37422 423-634-3600
Martha B. Flores	22 Pleasant Path Rd. Dunlap, TN 37327 423-802-1151	Branch Banking & Trust 721 Broad Street Chattanooga, TN 37402 423-756-8101
Linda D. Gamble	943 Greenhill Drive Rossville, GA 30741 706-861-7851	Baker, Donelson, Bearman, et al 1800 Republic Centre Chattanooga, TN 37450 423-756-2010
Jennifer R. Goldberg	847 Belvoir Terrace Chattanooga, TN 37412 423-605-0244	Dept. of Homeland Security 2150 Stein Drive Chattanooga, TN 37421 423-553-1716

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2014

NAME	RESIDENCE	BUSINESS
Velvet V. Green	346 Branch Drive Hixson, TN 37343 423-805-0141	Erlanger Medical Ctr. 975 E. 3rd. Box 251 Chattanooga, TN 37403 423-778-7628
Chad Hardeman	4309 Lazard St. East Ridge, TN 37412 423-504-8109	Burnette, Dobson, & Pinchak 711 Cherry St. Chattanooga, TN 37402 423-266-2121
Charles Harris	166 Carriage Lane Cleveland, TN 37312 423-284-4597	Check Into Cash 7200 Shallowford Rd., Ste. 114 Chattanooga, TN 37421 423-954-3550
Melinda G. Hightower	1175 Pineville Rd., Apt. 61 Chattanooga, TN 37405 423-265-5410	JAT Oil, Inc. 600 W. Main Street Chattanooga, TN 37402 423-629-6611
Rachel Hodges	710 Cherokee Blvd., Apt. 332 Chattanooga, TN 37405 423-364-2256	Spicer Rudstrom, PLLC. 537 Market St., Ste. 203 Chattanooga, TN 37402 423-756-0262
Tondalea Johnson	4004 Clio Avenue Chattanooga, TN 37407 423-999-7735	Cash Express 5513 Ringgold Rd. Chattanooga, TN 37412 423-499-4935
Linda Key	2722 Windthrush Drive Chattanooga, TN 37421 423-309-1944	Silverdale Baptist Church 7236 Bonny Oaks Dr. Chattanooga, TN 37421 423-892-2173
Francine S. Labbe	215 N. Bragg Avenue Lookout Mtn., TN 37350 423-693-3675	Frank E. Fowler Co. 120 N. Watauga Avenue Lookout Mtn., TN 37350 423-821-3081
Kianna D. Lindsey	4806 Fairwood Lane Chattanooga, TN 37416 423-892-7984	Scenic City Boot Camp 5230 Hwy. 153, Ste. 130 Hixson, TN 37343 423-870-6001
Dana M. Lingerfelt	2215 Hollywood Lane Signal Mtn., TN 37377 423-771-7073	Grace E. Daniell, P.C. 620 Lindsay St., Ste. 210 Chattanooga, TN 37403 423-266-3179

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 20, 2014**

NAME	RESIDENCE	BUSINESS
Kenny Lyda	6348 Deep Canyon Rd. Hixson, TN 37343 423-774-0291	Choo Choo Trailers, Inc. 6259 Dayton Blvd. Hixson, TN 37343 423-842-5060
Danielle Lyons	149 Westwood Rd. Ringgold, GA 30736 423-902-9636	Tow Boat US 6320 Hwy. 58 Hixson, TN 37341 423-326-9768
Gay S. Maupin	717 Kentucky Ave. Signal Mtn., TN 37377 423-886-2430	Neathawk Dubuque & Packett 417 Market St., Ste. 201 Chattanooga, TN 37402 423-752-4687
Stephanie Morgan	5629 Misty Valley Drive Ooltewah, TN 37363 423-400-7401	Chatt. Bone & Joint Surgeons 1809 Gunbarrel Rd. Chattanooga, TN 37421 423-893-9020
Jessica Myers	303 Depot Street Soddy Daisy, TN 37379 423-509-1672	Check into Cash 9332 Dayton Pike., #108 Soddy Daisy, TN 37379 423-332-7664
Marilyn Newell	7729 Morgan Estates Rd. Ooltewah, TN 37363 423-779-8791	Gothard & Brown 707 Georgia Ave., Ste. 301 Chattanooga, TN 37402 423-756-2707
Judy R. Newman	1022 Hill Crest Rd. Hixson, TN 37343 423-314-4076	Humana Market Point 6101 Enterprise Park Dr. Chattanooga, TN 37406 423-310-7524
Mia F. Pierce	1311 E. 28th Street Chattanooga, TN 37404 423-305-1164	Blessed Hands Family Childcare 1311 E. 28th Street Chattanooga, TN 37404 423-305-1164
Julie G. Prescott	3742 Windbridge Drive Apison, TN 37302 423-899-8715	Brainerd Baptist Church 300 Brookfield Ave. Chattanooga, TN 37414 423-624-2606
Nathan L. Ridley	29 Arrowhead Lane, A1 Ringgold, GA 30736 423-903-7013	Robinson, Smith & Wells 633 Chestnut Street, Ste. 700 Chattanooga, TN 37450 423-756-5051

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 20, 2014**

NAME	RESIDENCE	BUSINESS
Priscilla M. Roberts	440 Highway 151 Lafayette, GA 30728 423-667-9235	Cornerstone Community Bank 5319 Highway 153 Hixson, TN 37343 423-385-3062
Lara Sanders	3119 Greenwich Avenue Red Bank, TN 37415 404-735-6447	Erlanger Health System 975 E. 3rd St., Ste. 805B Chattanooga, TN 37403 423-778-4725
Carly Smith	907 Sterling Avenue Chattanooga, TN 37405 423-400-7098	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4435
Roxann Sosville	5700 Roper St., Apt. P14 Chattanooga, TN 37412 678-522-5473	Tenn. Valley Home Improv. 7315 Lee Hwy., Ste. 173 Chattanooga, TN 37421 423-605-4555
Margaret M. Spence	9583 Priscilla Drive Chattanooga, TN 37421 423-521-0359	Capital Financial Group 7213 Noah Reid Rd., Ste. 102 Chattanooga, TN 37421 423-752-8950
Douglas B. Underwood	1821 Hidden Harbor Rd. Hixson, TN 37343 423-842-1814	Erwin Marine Sales, Inc. 3001 King's Point Rd. Chattanooga, TN 37416 423-622-1978
Lisa Williams	1100 Woodmore Terrace Chattanooga, TN 37411 423-315-3524	HGH Construction, LLC. 179 Hamm Road Chattanooga, TN 37405 423-267-9444
Annette R. Wilson	7413 South Dent Rd. Hixson, TN 37343 423-304-2355	Hearth Hospice 1800 A. Rossville Ave., Ste. 7 Chattanooga, TN 37408 423-531-6555



Hamilton County Board of Commissioners

RESOLUTION

No. 814-24

A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS, ARTICLE VI, SECTION 401 PLANNED UNIT DEVELOPMENT, PERMITTED USES, TO ALLOW ALL USES PERMITTED IN THE UNDERLYING ZONE

WHEREAS, there is a proposal to amend the Hamilton County Zoning Regulations to allow uses permitted in the underlying zone of a Planned Unit Development, and the Chattanooga-Hamilton County Regional Planning Commission after hearing recommended that this petition be approved; and

WHEREAS notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on August 20, 2014, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended as follows:

Article VI, Section 401B Permitted Uses be amended by adding Item 10 as follows:

10) All uses permitted in the underlying zone(s)

Article VI, Section 401.3 Computation of Density be deleted in its entirety and replaced in lieu of with the following:

A. The maximum number of dwelling units in a PUD to be located in an A-1 Agricultural District shall be computed by multiplying the gross acreage to be developed by 2, excluding any area to be developed as a church or school.

B. The maximum number of dwelling units in a PUD to be located in an R-1 Single Family Residential District shall be computed by multiplying the gross acreage to be developed by 5, excluding any area to be developed as a church or school.

C. The maximum number of dwelling units in a PUD to be located in an R-3 Multi-

- Family District shall be computed by multiplying the gross acreage to be developed by 24, excluding any area to be developed as a church or school.
- D. The maximum number of dwelling units in a PUD to be located in a C-1 Tourist Commercial District, C-2 Local Business Commercial District, or C-3 General Business Commercial District shall be computed by multiplying the gross acreage to be developed by 24, excluding any area to be developed as non-residential.
 - E. The maximum number of dwelling units of a PUD to be located in any other District than specified above shall be computed by multiplying the gross acreage to be developed by 8, excluding any area to be developed as a church, school, or other non-residential use.
 - F. Where district boundaries for two or more districts divide one tract of land proposed for a PUD, the maximum number of dwelling units shall be computed by multiplying the gross acreage within each district by the densities given above, and adding the number for the whole tract. The allowed maximum number of dwelling units may be located anywhere within the tract, in accordance with the regulations of this resolution.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING
REGULATIONS, ARTICLE VI, SECTION 401 PLANNED UNIT
DEVELOPMENT, PERMITTED USES, TO ALLOW ALL USES
PERMITTED IN THE UNDERLYING ZONE**

WHEREAS, The Planned Unit Development is a Special Permit granted by the Hamilton County Commission; and

WHEREAS, The Planned Unit Development currently only permits residential uses, schools, and churches even in zones that typically permit other uses; and

WHEREAS, The Planned Unit Development could be utilized as a tool to allow mixed use development with both residential and non-residential uses; and

WHEREAS, The Planned Unit Development site plan illustrates and regulates how the development will occur; and

WHEREAS, The Planned Unit Development site plan is a legal, enforceable document; and

WHEREAS, Permitting the uses in the zone underlying a Planned Unit Development will permit mixed use development with both residential and non-residential uses.

NOW THEREFORE, BE IT RESOLVED, that the Chattanooga-Hamilton County Regional Planning Commission on July 14, 2014, does hereby recommend to the Hamilton County Commission that the following sections be amended as follows:

Article VI, Section 401B Permitted Uses be amended by adding Item 10 as follows:

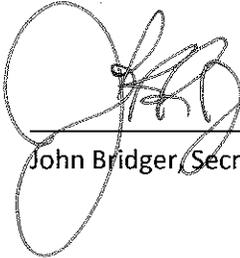
10) All uses permitted in the underlying zone(s)

Article VI, Section 401.3 Computation of Density be deleted in its entirety and replaced in lieu of with the following:

- A. The maximum number of dwelling units in a PUD to be located in an A-1 Agricultural District shall be computed by multiplying the gross acreage to be developed by 2, excluding any area to be developed as a church or school.
- B. The maximum number of dwelling units in a PUD to be located in an R-1 Single Family Residential District shall be computed by multiplying the gross acreage to be developed by 5, excluding any area to be developed as a church or school.

- C. The maximum number of dwelling units in a PUD to be located in an R-3 Multi-Family District shall be computed by multiplying the gross acreage to be developed by 24, excluding any area to be developed as a church or school.
- D. The maximum number of dwelling units in a PUD to be located in a C-1 Tourist Commercial District, C-2 Local Business Commercial District, or C-3 General Business Commercial District shall be computed by multiplying the gross acreage to be developed by 24, excluding any area to be developed as non-residential.
- E. The maximum number of dwelling units of a PUD to be located in any other District than specified above shall be computed by multiplying the gross acreage to be developed by 8, excluding any area to be developed as a church, school, or other non-residential use.
- F. Where district boundaries for two or more districts divide one tract of land proposed for a PUD, the maximum number of dwelling units shall be computed by multiplying the gross acreage within each district by the densities given above, and adding the number for the whole tract. The allowed maximum number of dwelling units may be located anywhere within the tract, in accordance with the regulations of this resolution.

Respectfully submitted,



John Bridger, Secretary

Date of Adoption: July 14, 2014

JB:GH:PD:sh

CoPUDAmend71414

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: Hamilton County, Tennessee
 Address: 455 North Highland Park Avenue
Chattanooga, Tennessee 37404
 Debt Issue Name: General Obligation Bond Anticipation Note, Series 2013-2
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 30,000,000.00
 Premium/Discount: \$ 0.00

3. Interest Cost: 0.3850 % Tax-exempt Taxable
 TIC NIC
 Variable: Index SIFMA plus 33 basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>2.00</u> %	<u>general governmental projects</u>
<input checked="" type="checkbox"/> Education	<u>98.00</u> %	<u>school facilities</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid

9. Date:
 Dated Date: 08/05/2014 Issue/Closing Date: 08/05/2014

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2016	\$ 30,000,000.00	variable %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 5,000	McKenna Long & Aldridge LLP
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 5,000	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other <u>Line of Credit Bank</u>	<u>\$145,750</u>	<u>U.S. Bank National Association</u>

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due 270 days after end of each fiscal year

Name and title of person responsible for compliance Albert Kiser, Administrator of Finance

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/01/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 08/13/2014 and presented at public meeting held on 08/20/2014

Copy to Director to OSF: on 08/20/2014 either by:

Mail to: _____ OR Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>J. M. Coppinger</u>	<u>Thomas P. Lauth</u>
Title	<u>Jim M. Coppinger, County Mayor</u>	<u>Thomas P. Lauth, Partner</u>
Firm	_____	<u>McKenna Long & Aldridge LLP</u>
Email	<u>jcoppinger@hamiltontn.gov</u>	<u>tlauth@mckennalong.com</u>
Date	<u>08/05/2014</u>	<u>08/05/2014</u>

Hamilton County, Tennessee
 Summary of Cumulative Principal Redemption
 Fiscal Year 2015 and Forward
 (Schedule prepared as of 8/6/2014)

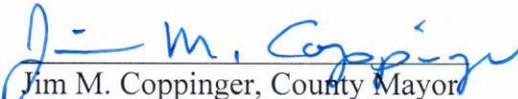
<u>Period Ending</u>	<u>Year</u>	<u>Cumulative Principal Redeemed</u>	<u>% of Total</u>
6/30/2015	1	\$ 24,318,233	8.9%
6/30/2020	6	164,779,104	60.0%
6/30/2025	11	248,639,104	90.6%
6/30/2030	16	274,124,104	99.9%
6/30/2035	21	274,494,104	100.0%

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): August 11, 2014.

The foregoing designee has the powers, including the power to vote, as are otherwise conferred upon me in my official capacity when serving on this body.

This the 1st day of August, 2014.

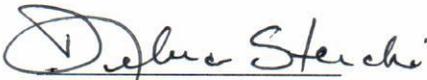

Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 1st day of August, 2014 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 1st day of August, 2014.

my Commission
Expires: 2-18-15


Notary Public



**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
GWEN TIDWELL, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: June 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 37,188.40		\$ 37,188.40
Sessions Division	39,872.78		39,872.78
Delinquent Collections		\$ 207,657.12	207,657.12
Interest			
Criminal Division	221.47		221.47
Sessions Division	(258.57)		(258.57)
Delinquent Collections		192.24	192.24
Computer Service fees			
Criminal Division	490.00		490.00
Sessions Division	2,461.58		2,461.58
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	79,975.66	207,849.36	287,825.02
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	127,235.72		127,235.72
Sessions Division	188,200.49		188,200.49
Delinquent Collections		34,628.77	34,628.77
Employee Benefits - Delinquent Collections		8,527.19	8,527.19
Other operating expenditures			
Criminal Division			-
Delinquent Collections		3,178.10	3,178.10
Other - Adjustments			
Criminal Division	(5,997.69)		(5,997.69)
Sessions Division	(8,759.98)		(8,759.98)
Delinquent Collections		14,757.67	14,757.67
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	300,678.54	61,091.73	361,770.27
REVENUES OVER (UNDER) EXPENDITURES	(220,702.88)	146,757.63	(73,945.25)
BALANCE AT THE BEGINNING OF MONTH	(2,069,888.96)	2,356,290.39	286,401.43
BALANCE AT THE END OF MONTH	\$ (2,290,591.84)	\$ 2,503,048.02	\$ 212,456.18

I, Gwen Tidwell, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for June 2014.

Gwen Tidwell

Gwen Tidwell, Criminal Court Clerk

Sworn and subscribed before me this the 29 day of July 2014.

Notary Public



My Commission Expires: 1-21-18

OFFICE OF THE COUNTY MAYOR
HAMILTON COUNTY, TENNESSEE

REAPPOINTMENT OF GEORGE WRIGHT AS COMMISSIONER OF
UNION FORK-BAKEWELL
UTILITY DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of George Wright on the Union Fork-Bakewell Utility District Board of Commissioners expired on August 4, 2014 and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of George Wright.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that George Wright is hereby reappointed to the Union Fork-Bakewell Utility Board of Commissioners for a term of four years, August 4, 2014, and expiring August 4, 2018.

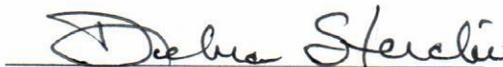
This is the 8th day of August, 2014.


Jim M. Coppinger
Hamilton County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 8th day of August 2014, before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 8th day of August 2014.


Notary Public

My Commission expires: February 18, 2015





Hamilton County Board of Commissioners RESOLUTION

No. 814-25

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY MAYOR OF RICHARD G. YOUNGBLOOD TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY BOARD OF TRUSTEES.

WHEREAS, by Resolution No. 614-15 this county legislative body adopted an amendment to Chapter 297 of the Private Acts of 1976, and Chapter 71 of the Private Acts of 2012, and any other acts amendatory thereto, relative to the Hospital Authority created to operate Baroness Erlanger Hospital, T.C. Thompson Children’s Hospital and other facilities, as passed by the 108th General Assembly of the State of Tennessee; and

WHEREAS, said amendment changed the composition of the Board and provided that the County Mayor would appoint, with the approval of the county legislative body, a total of six (6) of the members thereof (at the expiration of the respective terms of the then current members of the Board); and

WHEREAS, County Mayor Jim M. Coppinger has appointed to said Board Richard G. Youngblood, to serve a four (4) year term.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the appointment of Richard G. Youngblood to the Chattanooga-Hamilton County Hospital Authority Board of Trustees, for a four (4) year term (which will end on August 31, 2018) is hereby confirmed.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Richard G. Youngblood

Richard (Rick) Youngblood has been serving as Blood Assurance's President and CEO since January 2009. He joined Blood Assurance as the Chief Operating Officer in 1997. Rick is an active member of several national organizations, including the American College of Healthcare Executives, the American Association of Blood Banks and a past board member of America's Blood Centers, the national support body for all independent blood organizations in the United States and Canada. He is also past chairman of the Tennessee Association of Blood Banks. Prior to joining Blood Assurance he spent the early part of his career employed by several Japan-based multinational companies (Denon, TDK and Mitsubishi International). He is proficient in the Japanese language. He is also still active in the international business arena in a consulting role.

Locally he has served as a member of the Erlanger Health System Foundations Board where he previously served as co-chairman. He is also active on several other local and regional boards. Rick is a member of the Downtown Chattanooga Rotary Club and is also an adjunct professor of international business at the University of Tennessee at Chattanooga.

Rick is married to Kathy and they have four daughters. They currently reside in the Signal Mountain community. He was raised primarily in the Southeastern US but has lived all over the United States as well as in Japan. Rick enjoys traveling, running, reading and spending time with family. He received his Bachelor of Science from Georgia State University, and his MBA from Brenau University.



Hamilton County Board of Commissioners RESOLUTION

No. 814-27

A RESOLUTION ACCEPTING THE “2014 JUSTICE ASSISTANCE GRANT” WITH A TERM ENDING SEPTEMBER 30, 2017 AND AMENDING THE SHERIFF’S OFFICE CAPITAL OUTLAY BUDGET BY \$45,506.

WHEREAS, Hamilton County has been awarded a \$45,406 from the 2014 Justice Assistance Grant program; and

WHEREAS, the grant will be used to purchase a traffic division van along with associated safety equipment; and

WHEREAS, no local match is required by Hamilton County, nor the Sheriff’s Office.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

THE COUNTY MAYOR IS HEREBY AUTHORIZED TO ACCEPT THE “2014 JUSTICE ASSISTANCE GRANT”; THE SHERIFF’S OFFICE CAPITAL OUTLAY BUDGET IS AMENDED BY ADDING \$45,406 TO REVENUES AND EXPENDITURES.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 814-28

A RESOLUTION ACCEPTING THE QUOTATION OF DATAWORKS PLUS, LLC FOR SOFTWARE MAINTENANCE AND SUPPORT FOR THE LIVESCAN PLUS SYSTEM AMOUNTING TO \$34,491.50 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for software and hardware maintenance and support for the LiveScan Plus Fingerprint and Inmate Identification System from DataWorks Plus, LLC amounting to \$34,491.50 for the Sheriff's Department; and,

WHEREAS, DataWorks Plus, LLC is the sole vendor that can supply or maintain the software used with the existing systems at the Sheriff's Department; and,

WHEREAS, the amount of \$34,491.50 is considered economically fair; and,

WHEREAS, there are sufficient funds previously budgeted funds available to the requisitioning department.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the quotation from DataWorks Plus, LLC for software and hardware support for the LiveScan Plus System amounting to \$34,491.50 for the Sheriff's Department is hereby accepted and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

8/5/14



DataWorks Plus, LLC.
1168 N. Pleasantburg Dr.
Greenville, SC 29607
864.672.2780
864.672.2787 (fax)

July 24, 2014

8365010 - 53009

Hamilton County Sheriff's Office
Ron Bernard
600 Market Street
Chattanooga, TN 37402

RE: Sole Source Certification

Dear Mr. Bernard:

This letter is to confirm that DataWorks Plus, LLC is the sole vendor that can supply or maintain the software used with the existing systems at the Hamilton County Sheriff's Office. The LiveScan Plus, Digital PhotoManager™, Web Universal™ Retrieve and Capture Software is not accessible to outside sources. DataWorks Plus, LLC owns all rights and Source Code for the LiveScan / SAF-ID and NIST, Digital PhotoManager™ and Web Universal™ Software. This software is specifically designed to provide the integration necessary for the systems to function as needed for the Hamilton County Sheriff's Office.

Please feel free contact me at any time if you have additional questions.

Sincerely,

Lisa Cole
Office Manager
P: 864-672-2780 x1000
F: 864-672-2787
Toll Free: 866-632-2780
www.DataWorksPlus.com
lcole@dataworksplus.com

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



SR 21920
866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

MAINTENANCE AND SUPPORT AGREEMENT

AGENCY: Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN 37402

Term Effective Start: 8/1/14 End: 7/31/15

PAYMENT TERMS: NET 30

STANDARD SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$34,491.50)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) 24X7 Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-in Analysis
- Overnight Shipping for Defective HARDWARE with Remote Installation Assistance

Hardware purchased from DWP Job Number 06-013:

One (1) CrossMatch Verifier 300 **FINAL YEAR OF COVERAGE**
Two (2) Signature Capture Pads (LCD)

Hardware purchased from DWP Job Number 07-074:

One (1) Signature Capture Pad (LCD)

Hardware purchased from DWP Job Number 10-031: FINAL YEAR OF COVERAGE

Two (2) PhotoManager/LiveScan Plus Capture Stations:

- Dell Precision T3400 (Machine Names: DWTNHML801/DWTNHML802)
- Rald Cards
- PCI-e NIC Cards

Two (2) Livescan Plus 500P Decks with Palm Capability:

- 500P Cradles
- Two (2) Jena Upfit Inserts for 500P

One (1) Cross Match Verifier 300 LC 2.0

- Serial Number: 302U-0037645

One (1) Cogent BlueCheck (BlueTooth) Fingerprint Scanner/USB Charging Cradle

- Serial Number: BC01876

Hardware purchased from DWP Job Number 10-132: FINAL YEAR OF COVERAGE

Two (2) Cogent BlueCheck (BlueTooth) Fingerprint Scanners/USB Charging Cradles

- BC08728
- BC04973

Hardware purchased from DWP Job Number 10-278: FINAL YEAR OF COVERAGE

Three (3) Canon Digital Rebel T1i Camera Kits:

- Canon Digital Rebel T1i Camera
- Canon ACKES Power Supply
- USB A/Mini-B Cables

Two (2) Xerox 4510DT Livescan Printers

- Serial Numbers: ART049438, ART380424

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

Hardware purchased from DWP Job Number 13-00840 (Under warranty through 4/15/2015, partial charge of \$479.50 at this time. Annual maintenance will be \$1,644.00):

One (1) Dell Precision T3600 Workstation

- Machine Name: DWTNHML803/Service Tag: JKD1CZ1
- 2 x 500GB Hard Drive
- 1 x PERC H310 RAID Controller
- 1 x 4GB RAM
- 2 x NIC
- 1 x 635W Power Supply
- 1 x Firewire
- 1 x 1TB Hard Drive

One (1) Crossmatch LSCAN 500P

- Serial Number: 001003426.I2013

Software:

Digital PhotoManager™ Central Server Software

SAF-ID 1:1/1:N Fingerprint ID / Verification Database (200,000 record license)

WebWorks Universal Plus™ Web Server Software

WebWorks Universal Plus™ (Retrieve & Line-up) Application Software and Licenses:

Fifty (50) Total / Five (5) concurrent users

WebWorks Express & Mobile™ Application Software and Licenses:

Fifty (50) Total / Five (5) concurrent users

NISTWorks Internet Explorer Client – 25 w/ 2 concurrent users

Three (3) LiveScan/ Digital PhotoManager™ Capture Software: 2 w/ 500P's and 1 w/ ID500

Data Interface (receive data from existing CJIS system)

TBI AFIS Interface

JMS Interface

SQL RMS/JMS Interface (Data In and Images Out)

Six (6) SAF-ID 1:1/1:N Fingerprint Identification/Verification Licenses (customer owned hardware)

DWP Edge Device Client Software



1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The ***Hamilton County Sheriff's Office*** can contact Technical Support using either of the following options:
 - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: ***support@dataworksplus.com***
 - Customers can also generate web-based support tickets by visiting:
www.dataworksplus.com/support
- 1.2 The ***Hamilton County Sheriff's Office*** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the ***Hamilton County Sheriff's Office*** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the Issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The ***Hamilton County Sheriff's Office*** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the ***Hamilton County Sheriff's Office*** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the ***Hamilton County Sheriff's Office***, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the ***Hamilton County Sheriff's Office***.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the ***Hamilton County Sheriff's Office***, provide all enhancements, additions and updates to the SOFTWARE. The ***Hamilton County Sheriff's Office*** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the ***Hamilton County Sheriff's Office's*** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. Hamilton County Sheriff's Office'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

The **Hamilton County Sheriff's Office** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Hamilton County Sheriff's Office** requires assistance, DATAWORKS PLUS will assist the **Hamilton County Sheriff's Office** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

- 4.2 However, the **Hamilton County Sheriff's Office** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Hamilton County Sheriff's Office**.
- 4.3 The **Hamilton County Sheriff's Office** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Hamilton County Sheriff's Office** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Hamilton County Sheriff's Office**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the **Hamilton County Sheriff's Office** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.
- 5.6 DATAWORKS PLUS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

5.7 DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

6. CONNECTIVITY:

6.1 DATAWORKS PLUS will provide upon request, at no additional expense to the **Hamilton County Sheriff's Office**, one USB modem, modem SOFTWARE, and remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Hamilton County Sheriff's Office** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Hamilton County Sheriff's Office**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

BILLABLE RATES

(Outside the scope of a current Maintenance and Support Agreement)

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

9. CONTRACT CANCELLATION:

9.1 The **Hamilton County Sheriff's Office** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **Hamilton County Sheriff's Office** at a pro-rated amount.

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Greenville, SC 29607



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864.672.2780 (P)
864.672.2787 (F)

****See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.**

If your Agency requires the CJIS security addendum documentation for our support staff, please contact Jessica Mensing and this will be sent at the earliest.

DATAWORKS PLUS

Hamilton County Sheriff's Office

Federal ID: 57-1104887

Name: Jessica Mensing

Name: _____

Jessica Mensing

Signature: _____

Signature: _____

Title: _____

Date: May 20, 2014

Date: _____

Invoice: TBD

PO#: _____

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

DATAWORKS PLUS 2014 INTERCONNECT CONFERENCE REGISTRATION FORM

- Please check the box if you would like to be billed for attending our 2014 InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is \$2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

_____	x	\$2,500.00	=	_____
# Attendees	x	\$2,500.00	=	Total

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



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864.672.2780 (P)
864.672.2787 (F)

ADDENDUM B- REFERENCE ONLY

DATAWORKS PLUS Non-Customer Time and Materials Information Sheet

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

BILLABLE RATES (Without a Maintenance and Support Agreement)

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

Agency Name: Acso
Name: Ronald Bernard
Signature: _____
Title: _____
Date: _____
PO#: _____



Hamilton County Board of Commissioners

RESOLUTION

No. 814-29

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JULY 1, 2014, THROUGH JULY 31, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Purchasing Department was authorized to make purchases of petroleum products on the open market; and,

WHEREAS, the following purchases were made between July 1, 2014, through July 31, 2014.

July 1, 2014, \$19,964.64 for 7,148 gallons of E-10 gasoline at 2.79304 per gallon from Parman Lubricants.

July 2, 2014, \$3,101.77 for 985 gallons of regular unleaded gasoline at 3.1490 per gallon from Collins Oil Company, Inc.

July 2, 2014, \$20,888.29 for 7,521 gallons of E-10 gasoline at 2.777329 per gallon from Parman Lubricants.

July 10, 2014, \$9,554.69 for 3,251 gallons of regular unleaded gasoline at 2.9390 per gallon from Jat Oil and Supply, Inc.

July 10, 2014, \$22,529.22 for 8,382 gallons of E-10 gasoline at 2.687809 per gallon from Jat Oil and Supply, Inc.

July 11, 2014, \$524.86 for 150 gallons of regular unleaded gasoline at 3.499067 per gallon from Jat Oil and Supply, Inc.

July 11, 2014, \$345.90 for 100 gallons of diesel fuel at \$3.459 gallons from Jat Oil and Supply, Inc.

July 17, 2014, \$21,105.50 for 8,016 gallons of E-10 gasoline at 2.6329216 per gallon from Parman Lubricants.

July 18, 2014, \$20,951.03 for 7,252 gallons of diesel fuel at 2.8890 per gallon from Jat Oil and Supply, Inc.

July 22, 2014, \$301.76 for 88 gallons of regular unleaded gasoline at 3.4291 per gallon from Jat Oil and Supply, Inc.

July 22, 2014, \$172.96 for 50 gallons of diesel fuel at 3.4592 per gallon from Jat Oil and Supply, Inc.

July 22, 2014, \$19,495.63 for 7,399 gallons of E-10 gasoline at 2.6349 per gallon from Mansfield Oil Company.

July 23, 2014, \$1,316.26 for 405 gallons of diesel fuel at 3.25002 per gallon from Jat Oil and Supply, Inc.

July 28, 2014, \$2,426.40 for 800 gallons of regular unleaded gasoline at 3.0330 per gallon from Collins Oil Company, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Date:	7/1/2014	7/2/2014	7/2/2014	7/10/2014	7/10/2014	7/11/2014	7/17/2014	7/18/2014	7/22/2014	7/22/2014	7/23/2014	7/28/2014
Location	Sheriff's Sub-Station	Riverpark	Career Lane	CFP Maintenance	Silverdale	Walden's Ridge	White Oak	Sheriff's Sub-Station	Walden's Ridge	Sheriff's Sub-Station	Riverpark	ESNP
Sweetwater (HC)	Gasoline		\$3.4862		\$3.0110		\$3.5500		No quote			\$3.2494
	E-10 Gasoline	\$2.8029		\$2.8054		\$2.6928		\$2.6499		\$2.6404		
	Diesel					\$3.7165		\$2.9174	No quote		No quote	
Jat Oil (HC)	Gasoline		\$3.2890		\$2.9390		\$3.499067		\$3.4291			\$3.0390
	E-10 Gasoline	\$2.7940		\$2.7920		\$2.687809		\$2.64500		\$2.64300		
	Diesel					\$3.4590		\$2.88900	\$3.4592		\$3.25002	
Collins Oil	Gasoline		\$3.1490		\$3.0290		No quote		No quote			\$3.0330
	E-10 Gasoline	\$2.8190		\$2.7955		\$2.6940		\$2.6550		No quote		
	Diesel					No quote		\$2.9250	No quote		No quote	
Mansfield	Gasoline		No quote		No quote		No quote		No quote			No quote
	E-10 Gasoline	\$2.7974		\$2.7874		\$2.7094		\$2.6414		\$2.6349		
	Diesel					No quote		\$2.8934	No quote		No quote	
Rogers Petroleum	Gasoline		No quote		No quote		No quote		No quote			No quote
	E-10 Gasoline	No quote		No quote		No quote		No quote		No quote		
	Diesel					No quote		No quote	No quote		No quote	
Parman (HC)	Gasoline		No quote		No quote		No quote		No quote			No quote
	E-10 Gasoline	\$2.79304		\$2.777329		\$2.69231		\$2.6329216		\$2.6442		
	Diesel					No quote		\$2.8944	No quote		No quote	
Dupree Oil	Gasoline		No quote		No quote		No quote		No quote			No quote
	E-10 Gasoline	No quote		No quote		No quote		No quote		No quote		
	Diesel					No quote		No quote	No quote		No quote	
Pilot	Gasoline		\$4.2350		\$3.0493		No quote		No quote			No quote
	E-10 Gasoline	\$2.8077		\$2.8052		\$2.7112		\$2.6448		\$2.6507		
	Diesel					No quote		\$2.9083	No quote		No quote	

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF JULY 1, 2014 THROUGH JULY 31, 2014.



Gail B. Roppo
Director of Purchasing

Unleaded Gasoline	July 2014	YTD
Gallons Purchased	5,274	5,274
Total Cost	\$15,909.47	\$15,909.47
Average Cost/Gallon	\$3.0166	\$3.0166
E-10		
Gallons Purchased	38,466	38,466
Total Cost	\$103,983.27	\$103,983.27
Average Cost/Gallon	\$2.7033	\$2.7033
Diesel		
Gallons Purchased	7,807	7,807
Total Cost	\$22,786.15	\$22,786.15
Average Cost/Gallon	\$2.9187	\$2.9187



Hamilton County Board of Commissioners

RESOLUTION

No. 815-30

A RESOLUTION OF THE LEGISLATIVE BODY OF HAMILTON COUNTY, TENNESSEE AUTHORIZING EXPENDITURES IN AN AGGREGATE AMOUNT NOT TO EXCEED TWENTY-SIX MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$26,250,000) TO THE CITY OF CHATTANOOGA INDUSTRIAL DEVELOPMENT BOARD TO FUND CONSTRUCTION OF CERTAIN ITEMS IN CONJUNCTION WITH THE EXPANSION OF THE VOLKSWAGEN SITE AT THE ENTERPRISE SOUTH INDUSTRIAL PARK, TO AMEND THE GENERAL FUND BUDGET FROM PREVIOUSLY UNBUDGETED FUNDS AND TO DECLARE ITS INTENTION TO REIMBURSE ITSELF IF NECESSARY WITH THE PROCEEDS OF ITS GENERAL OBLIGATION BONDS.

WHEREAS, the Hamilton County Board of Commissioners through Resolution 714-31 approved the entering of a Memorandum of Understanding among Hamilton County, Tennessee, the City of Chattanooga, Tennessee, the Industrial Development Board for the City of Chattanooga, and Volkswagen Group of America for the expansion of the current Volkswagen Automotive Assembly Plant; and

WHEREAS, Section 6.1 of the Memorandum of Understanding requires the City of Chattanooga and Hamilton County to provide total funds to the Industrial Development Board, for the benefit of Volkswagen, in the amount of \$52,500,000; and

WHEREAS, the Memorandum of Understanding states that \$12,500,000 of the \$52,500,000 funding from the City of Chattanooga and Hamilton County may not be made available prior to July 1, 2015; and

WHEREAS, the Interlocal Agreement between Hamilton County, the City of Chattanooga and the Industrial Development Board of the City of Chattanooga approved by the Hamilton County Board of Commissioners on October 1, 2008 through Resolution 1008-28 stipulates that funding for incentive agreements relative to the Volkswagen automotive assembly plant should be split equally between the City of Chattanooga and Hamilton County; and

WHEREAS, the Hamilton County Board of Commissioners declares its intention to reimburse itself for said expenditures if necessary with its general obligation bonds in an amount not to exceed \$26,250,000.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the General Fund expenditure budget for fiscal year 2015 shall be amended by \$20,000,000, to provide funds to the Industrial Development Board of Chattanooga for the expansion of the Volkswagen automobile assembly plant, funding for Hamilton County's remaining obligation of \$6,250,000 under the Memorandum of Understanding will be reserved in the General Fund for planned expenditure in fiscal year 2016 and the Hamilton County Board of Commissioners declares its intention to reimburse itself if necessary with its general obligation bonds in an amount not to exceed \$26,250,000.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 814-31

A RESOLUTION ADDING COMPASS AUCTIONS & REAL ESTATE TO THE LIST OF APPROVED INTERNET AUCTION SITES TO BE USED FOR AUCTIONING SURPLUS PERSONAL PROPERTY SUBJECT TO PART EIGHT OF THE HAMILTON COUNTY PURCHASING RULES.

WHEREAS, State law and the Hamilton County Purchasing Rules allow surplus personal property to be sold by public action through internet auction sites; and

WHEREAS, The current list of internet auction sites was approved via Resolution 1109-07; and

WHEREAS, The internet site hosted by Compass Auctions & Real Estate is deemed to be an appropriate addition to the approved list of internet auction sites as maintained by the Hamilton County Purchasing Department.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the Board of County Commissioners hereby authorizes the addition of Compass Auctions & Real Estate to the list of internet auction sites that may be used pursuant to Part Eight of the Hamilton County Purchasing Rules.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 1109- 7

A RESOLUTION AUTHORIZING INTERNET SITES HOSTED BY CHATTANOOGA AUTO AUCTION, EBAY, AND GOVDEALS TO BE USED FOR AUCTIONING SURPLUS PERSONAL PROPERTY SUBJECT TO PART EIGHT OF THE HAMILTON COUNTY PURCHASING RULES.

WHEREAS, State law, Public Chapter No. 173, and the Hamilton County Purchasing Rules allow surplus personal property to be sold by public auction through internet auction sites; and,

WHEREAS, The internet sites hosted by Chattanooga Auto Auction, Ebay, and GovDeals are deemed to be appropriate means for offering items of County surplus personal property for sale at public auction.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the Board of County Commissioners hereby authorizes the additions of Chattanooga Auto Auction, Ebay, and Govdeals to the list of internet auction sites that may be used pursuant to Part Eight of the Hamilton County Purchasing Rules.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

MB: 351
PAGE: 183

Approved:
DEFERRED
Rejected:

CERTIFICATION OF ACTION

[Signature]
County Clerk

Approved:

County Mayor

Vetoed:

November 4, 2009
Date





Hamilton County Board of Commissioners RESOLUTION

No. 814-32

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN AN AGREEMENT IN THE AMOUNT OF \$32,600 WITH THE SCENIC CITIES BEAUTIFUL COMMISSION TO PROVIDE LITTER PREVENTION EDUCATION SERVICES WITH A CONTRACT PERIOD BEGINNING JULY 01, 2014 AND ENDING JUNE 30, 2015

WHEREAS, Hamilton County has been awarded a grant from the Tennessee Department of Transportation (TDOT) for the prevention and collection of litter and trash; and,

WHEREAS, TDOT requires the County to designate \$32,600 of said grant funds toward litter prevention education; and,

WHEREAS, certain technical services are required to perform and administer a litter prevention education program; and,

WHEREAS, the Scenic Cities Beautiful Commission (SCBC) is capable of providing such technical support and has been approved by TDOT; and,

WHEREAS, SCBC has agreed to provide these services at a cost not to exceed \$32,600;

NOW, THEREFORE BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

The County Mayor is hereby authorized to execute an agreement (copy available upon request) with the Scenic Cities Beautiful Commission upon the terms and conditions contained therein for an amount not to exceed \$32,600 to provide litter prevention education services with a contract period beginning July 01, 2014 and ending June 30, 2015.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT AT AND FROM ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 814-33

A RESOLUTION ACCEPTING THE PROPOSAL OF ALCOHOL MONITORING SYSTEMS, INC. FOR ONE YEAR CONTRACT UNIT PRICING, BEGINNING AUGUST 21, 2014 THROUGH AUGUST 20, 2015, WITH THE OPTION TO RENEW ANNUALLY FOR AN ADDITIONAL FOUR (4) YEARS, FOR OFFENDER ALCOHOL AND GPS MONITORING PRODUCTS AND SERVICES FOR THE CORRECTIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for one (1) year contract unit pricing, with the option to renew annually for an additional four (4) years, for offender alcohol and GPS monitoring product and services for the Corrections Department; and,

WHEREAS, the proposal from Alcohol Monitoring Systems, Inc. was considered to be the lowest and best proposal received; and,

WHEREAS, any cost incurred with these purchases will be primarily paid by the offenders assigned to the Misdemeanant and Felony Community Corrections Programs as ordered by Hamilton County Criminal and Criminal Sessions Courts; and,

WHEREAS, any additional costs will be paid out of the Misdemeanant and Felony Community Corrections operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the proposal of Alcohol Monitoring Systems, Inc. for one (1) year contract unit pricing beginning August 21, 2014 through August 20, 2015, with the option to renew annually for an additional four (4) years, for offender alcohol and GPS monitoring products for the

Corrections Department is hereby accepted, said proposal being the lowest and best proposal received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Decision and Rationale for the RFP
Hamilton County Corrections Offender Alcohol and GPS Monitoring Products and Services
RFP # 0514-145

Two proposals were received in response to the RFP # 0514-145 for the Offender Alcohol and GPS Monitoring Products and Services for the Hamilton County Corrections Department. Both proposals were reviewed for compliance with the requirement set forth in the RFP document. The proposals were made by Alcohol Monitoring Systems, INC. (AMS) and BI, INC.

The proposal from Alcohol Monitoring Systems, INC and BI, INC complied with all the specifications proposed for the Offender Alcohol and GPS Monitoring Products and Services. AMS offers SCRAM Continuous Alcohol Monitoring (CAM) with over 353,000 offenders monitored during the last 10 years, SCRAM Continuous Alcohol Monitoring (CAM) is the most widely used CAM product in the world. AMS offers GPS monitoring devices using the CDMA network (Verizon/Sprint) and the GSM network (AT&T). AMS is the only provider that can offer both CDMA and GSM network compatibility (BI, INC only uses the GSM network). They were the lowest quote of the two proposals received, SCRAM CAM with RF pricing is \$6.55 per unit (BI, INC, \$9.57 per unit), RF monitoring alone is \$2.50 per day (BI, INC, \$2.99 per day), GPS monitoring will cost \$3.80 per day (BI, INC, \$5.25 per day), SCRAM remote breath cost is \$35/month and \$2.50 per day (BI, INC, \$7.35) and Cellular monitoring (for clients without internet or landline phone) is offered at a cost of \$1.66 per day (BI, INC, \$4.95 per day). The Trial Courts of Davidson County, offered excellent reviews and feedback for AMS's electronic monitoring equipment and customer service.

AMS, has met all our requirements and at a lower cost to Hamilton County than the other proposal which was made by BI, INC. We would recommend accepting the proposal of Alcohol Monitoring Systems, INC. (AMS), as this is the best choice for our needs at this time.

Any cost incurred with these purchases are going to be primarily paid for by the offenders assigned to the Misdemeanant and Felony Community Corrections Programs as ordered by Hamilton County Criminal and Criminal Sessions Courts. If there are any additional costs they will be paid for out of the Misdemeanant and Felony Community Corrections existing funds.



Hamilton County, Tennessee On-Line Bid Administration System

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

Logged in as: lindac@mail.hamiltontn.gov
Role: Client

- [Home](#)
 - [Solicitations](#)
 - [Vendors](#)
 - [Reports](#)
- [Setup](#)
 - [Events](#)
 - [Categories](#)
 - [Documents](#)
 - [Questions](#)
 - [Bidders](#)
 - [Bids](#)
 - [Log](#)

Solicitation 0514-145 - Log
Offender Alcohol & GPS Monitoring Products & Services
 Bids Due Date/Time: 6/25/2014 2:00:00 PM Eastern

5/27/2014 8:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 6/25/2014 2:00:00 PM Eastern
[Hide](#)

Message Summary	Message Detail	Document Detail
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Message Summary export print Records Per Page

Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
5/27/2014 8:00:01AM	Eastern	Linda Chumbler	0514-145 - Offender Alcohol & GPS Monitoring Products & Services	Invitation	Please click on the above solicitation number to access proposal documents.	599	3

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 [E-Bid Systems, Inc.](#) All rights reserved.

Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Tuesday, May 27, 2014, as follows:

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals from qualified vendors to provide Offender Alcohol/GPS Monitoring Products and Services for the benefit of Hamilton County, Tennessee. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at www.hamiltontn.gov/purchasing.

Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:00 p.m. (Eastern) on June 25, 2014.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 814-34

A RESOLUTION ACCEPTING THE BIDS OF CONTECH ENGINEERED SOLUTIONS, LLC, AND SHERMAN DIXIE CONCRETE INDUSTRIES, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2014, THROUGH MARCH 6, 2015, FOR CONCRETE AND METAL CULVERT FOR THE HIGHWAY DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for concrete and metal culvert for the Highway Department; and,

WHEREAS, the bids from Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for concrete and metal culvert for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

July 18, 2014

Invitation to Bid – Hamilton County

Subject: Contract unit pricing for Concrete and Metal Culvert as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: July 31, 2014
Bid Opening: 10:15 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Culvert".
Proposal/Bid Number: 0714-005

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

PIPE CULVERTS AND STORM SEWERS

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Concrete and Metal Culvert for the Hamilton County Highway Department and various other departments having a need for concrete or metal culvert. This contract pricing will begin on September 7, 2014 through March 6, 2015.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:15 a.m. (ET) on July 31, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with following statement "Bid# 0714-005: Concrete & Metal Culvert". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system(i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0714-005 Concrete & Metal Culvert	Bid #0714-005 Concrete & Metal Culvert
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

DESCRIPTION: SIX MONTHS PRICING

These bids shall be unit prices per linear foot for pipe culverts and storm sewers. Materials shall meet the specifications listed below. Vendor must show proof of minimum insurance requirements for delivered materials.

All materials must meet or exceed the following sections of the Tennessee Department of Transportation, "Standard Specifications for Road and Bridge Construction".

- | | |
|---|------------------|
| Concrete Pipe, Reinforced | Subsection 914.2 |
| Corrugated Metal Pipe Culverts
and Pipe Arches | Subsection 915.2 |

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Contact Information

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, (423)855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423)209-6350.

Bid# 0714-005 Concrete & Metal Culvert
Hamilton County, Tennessee

Supplier's Name and Address: _____

By: _____

Email Address: _____

Materials will be picked up at: _____

Pricing Sheet:

Company Name: _____

Corrugated Steel Pipe - Arch:

<u>Pipe Size</u>	<u>Span & Rise</u>	<u>Gauge</u>	<u>Unit Price</u>
15"	17"X13"	16	\$ _____
18"	21"X15"	16	\$ _____
21"	24"X18"	16	\$ _____
24"	28"X20"	14	\$ _____
30"	35"X24"	14	\$ _____
36"	42"X29"	12	\$ _____
42"	49"X33"	12	\$ _____
48"	57"X38"	12	\$ _____
54" (5"X1")	60"X46"	14	\$ _____
60" (5"X1")	66"X51"	14	\$ _____
72" (5"X1")	81"X59"	14	\$ _____

Corrugated Steel Pipe:

<u>Diameter</u>	<u>Gauge</u>	<u>Unit Price</u>
12"	16	\$ _____
15"	16	\$ _____
18"	16	\$ _____
21"	16	\$ _____
24"	16	\$ _____
30"	16	\$ _____
36"	16	\$ _____
42"	14	\$ _____
48"	14	\$ _____
54" (5X1)	14	\$ _____
60" (5X1)	14	\$ _____
72" (5X1)	14	\$ _____

Reinforced Concrete Pipe -Class III - 8' lengths

<u>Diameter</u>	<u>Unit Price</u>
12" -----	\$ _____
15" -----	\$ _____
18" -----	\$ _____
21" -----	\$ _____

Bid# 0714-005 Concrete & Metal Culvert
Hamilton County, Tennessee

24" -----	\$ _____
30" -----	\$ _____
36" -----	\$ _____
42" -----	\$ _____
48" -----	\$ _____
54" -----	\$ _____
60" -----	\$ _____

Reinforced Elliptical Concrete Pipe - Class III - 8' lengths

<u>Round</u>	<u>Size</u>	<u>Unit Price</u>
(18")	23"X14"	\$ _____
(24")	30"X19"	\$ _____
(30")	38"X24"	\$ _____
(36")	45"X29"	\$ _____
(42")	53"X34"	\$ _____
(48")	60"X38"	\$ _____
(54")	68"X43"	\$ _____
(60")	76"X48"	\$ _____

PRECAST CONCRETE BOX CULVERT:

<u>SIZE</u> <u>W / D</u>	<u>TOP</u> <u>SLAB</u>	<u>BOTTOM</u> <u>WALLS</u>	<u>WT./FT.</u>	<u>WT./6' SECT.</u>	<u>UNIT PRICE</u>
6'X3'	8"	7"	2,170	13,020	\$ _____
6'X4'	8"	7"	2,345	14,070	\$ _____
6'X5'	8"	7"	2,520	15,120	\$ _____
6'X6'	8"	7"	2,695	16,170	\$ _____
8'X4'	8"	8"	2,960	17,760	\$ _____
8'X5'	8"	8"	3,160	18,960	\$ _____
8'X6'	8"	8"	3,360	20,160	\$ _____
8'X7'	8"	8"	3,560	21,360	\$ _____
8'X8'	8"	8"	3,760	22,560	\$ _____
10'X4'	10"	10"	4,215	25,290	\$ _____
10'X5'	10"	10"	4,465	26,790	\$ _____
10'X6'	10"	10"	4,715	28,290	\$ _____
10'X7'	10"	10"	4,965	29,790	\$ _____
10'X8'	10"	10"	5,215	31,290	\$ _____
10'X9'	10"	10"	5,465	32,790	\$ _____
10'X10'	10"	10"	5,715	34,290	\$ _____
12'X4'	12"	12"	5,700	34,200	\$ _____
12'X6'	12"	12"	6,300	37,800	\$ _____
12'X8'	12"	12"	6,900	41,400	\$ _____
12'X10'	12"	12"	7,500	45,000	\$ _____
12'X12'	12"	12"	8,100	48,600	\$ _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

- 21. DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

- 22. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
- 23. EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
- 24. INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- 25. NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
- 26. NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
- 27. NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **WARRANTIES:** All warranty information must be furnished.
37. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System

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 Role: Client

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Solicitation 0715-005 - Log
Concrete & Metal Culvert

7/18/2014 8:45 AM Eastern

Bids Due Date/Time: 7/31/2014 10:15:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 7/31/2014 10:15:00 AM Eastern
[Hide](#)

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/18/2014 8:45:49AM	Eastern	Linda Chumbler	0715-005 - Concrete & Metal Culvert	Invitation	Please click on the above solicitation number to access bid documents.	67	0

For assistance, please contact [TechnicalSupport.eBid eXchange](#). Copyright © 1999-2014 [E-Bid Systems, Inc.](#) All rights reserved.

Please run the attached ad on July 18, 2014 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on July 31, 2014 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Concrete & Metal Culvert
July 31, 2014

Highway Department
10:15 A.M.

Vendors:	Contech	Sherman Dixie
	Engineered	Concrete
	Solutions, LLC	Industries, Inc.
		(HC)
Corrugated Steel Pipe		
15' Arch 17"x13" 16 gauge	\$10.07	N/B
18" Arch 21"x15" 16 gauge	\$12.56	N/B
21" Arch 24"x18" 16 gauge	\$14.27	N/B
24" Arch 28"x20" 14 gauge	\$20.13	N/B
30" Arch 35"x24" 14 gauge	\$25.16	N/B
36" Arch 42"x29" 12 gauge	\$41.32	N/B
42" Arch 49"x33" 12 gauge	\$48.96	N/B
48" Arch 57"x38" 12 gauge	\$55.86	N/B
54" (5"x1") 60"x46" 14 gauge	\$61.19	N/B
60" (5"x1") 66"x51" 14 gauge	\$62.80	N/B
72" (5"x1") 81"x59" 14 gauge	\$75.93	N/B
12" 16 gauge	\$7.61	N/B
15" 16 gauge	\$9.15	N/B
18" 16 gauge	\$11.42	N/B
21" 16 gauge	\$12.97	N/B
24" 16 gauge	\$14.49	N/B
30" 16 gauge	\$18.30	N/B
36" 16 gauge	\$22.11	N/B
42" 14 gauge	\$32.01	N/B
48" 14 gauge	\$39.96	N/B
54" (5x1) 14 gauge	\$52.49	N/B
60" (5x1) 14 gauge	\$57.62	N/B
72" (5x1) 14 gauge	\$69.66	N/B
Reinforced Concrete Pipe 8' Lengths		
12"	N/B	\$9.45
15"	N/B	\$11.35
18"	N/B	\$14.58
21"	N/B	N/B
24"	N/B	\$22.28
30"	N/B	\$34.02
36"	N/B	\$44.55
42"	N/B	\$56.70
48"	N/B	\$81.89
54"	N/B	\$97.85
60"	N/B	\$119.31
Reinforced Elliptical Concrete Pipe		
18" round 23"x14"	N/B	\$22.05
24" round 30"x19"	N/B	\$34.65
30" round 38"x24"	N/B	\$40.50
36" round 45"x29"	N/B	\$56.25
42" round 53"x34"	N/B	\$73.35
48" round 60"x38"	N/B	\$90.00
54" round 68"x43"	N/B	N/B
60" round 76"x48"	N/B	\$132.75
Precast Concrete Box Culvert		
6'x3'	N/B	\$253.13
6'x4'	N/B	\$273.38

6'x5'	N/B	\$293.63
6'x6'	N/B	\$313.88
8'x4'	N/B	\$313.88
8'x5'	N/B	\$334.13
8'x6'	N/B	\$354.38
8'x7'	N/B	\$374.63
8'x8'	N/B	\$405.00
10'x4'	N/B	\$435.38
10'x5'	N/B	\$452.08
10'x6'	N/B	\$477.40
10'x7'	N/B	\$502.70
10'x8'	N/B	\$528.02*
10'x9'	N/B	N/B
10'x10'	N/B	\$578.65*
12'x4'	N/B	\$577.13
12'x6'	N/B	\$637.88
12'x8'	N/B	\$698.63*
12'x10'	N/B	\$759.38*
12'x12'	N/B	\$820.13*
Delivery:	1 week	2-3 bus. days ARO
Terms:	1/2-10-30	Net 30

\$60.00 fuel chrg.
per delivery
Bands priced as
1' of pipe

Delivery charges of
\$125.00/lb on pipe & box
culvert
*See Note
Subject to extra
width delivery chg.
\$600.00/load
Freight \$225.00

Request For Bids:	
Newspaper Ad:	7/18/2014
Vendor Notification:	67
Vendor Response:	2
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 814-35

A RESOLUTION ACCEPTING THE BIDS OF SOUTHEASTERN MATERIALS, INC., HUDSON MATERIALS COMPANY, BLACKLIDGE EMULSIONS, INC., DUNLAP STONE, INC. AND HIWASSEE PAVING, LLC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2014, THROUGH MARCH 6, 2015, FOR ASPHALT ROAD MATERIALS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six (6) months contract pricing for asphalt road materials for the Highway Department; and,

WHEREAS, the bids of Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC for six months contract pricing, beginning September 7, 2014, through March 6, 2015, for asphalt road materials for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

July 18, 2014

Invitation to Bid – Hamilton County

Subject: Contract unit pricing for Asphalt Road Materials as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: July 31, 2014
Bid Opening: 11:00 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Asphalt Road Materials".
Proposal/Bid Number: 0714-008

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Asphalt Road Materials to be picked up by Hamilton County on an as needed basis. This contract pricing will start on September 7, 2014 through March 6, 2015.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on July 31, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0714-008: Asphalt Road Materials". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0714-008 Asphalt Road Materials	Bid #0714-008 Asphalt Road Materials
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Liquid asphalt should be quoted FOB and delivered. Vendor must show proof of Minimum Insurance Requirements for delivered materials. (See insurance requirements)

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:

- a) Premise/Operations

- b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
- a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Contacts:

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353.

These items shall meet the Tennessee Department of Transportation Specifications.

NOTE: Price adjustments may be made in regards to TDOT Special Provision 109-B "Regarding Price Adjustment for Bituminous Material," based on the "Monthly Bituminous Material Index." (Basic Bituminous Material Index for this contract is \$588.00 per ton.)

PRICING SHEET FOR ASPHALT ROAD MATERIALS

	<u>Picked up by HC</u>	
Hot Mix 307 grading "B"(Modified)	\$ _____	
Hot Mix 307 grading "C"	\$ _____	
Hot Mix 307 C S	\$ _____	
Hot Mix 307 Grading C-W (Surface)	\$ _____	
Hot Mix 411 grading "D"	\$ _____	
Hot Mix 411 grading "E" (Shoulder)	\$ _____	
Hot Mix 411 grading "E" (Surface)	\$ _____	
Hot Mix Curb Mix	\$ _____	
Hot Mix 411 T L	\$ _____	
Cold Mix	\$ _____	
High Performance Cold Patch	\$ _____	
		<u>Delivered</u>
AE-P	\$ _____	\$ _____
CRS-2	\$ _____	\$ _____
SS-1	\$ _____	\$ _____
CQS	\$ _____	\$ _____
CQS-1H	\$ _____	\$ _____

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **WARRANTIES:** All warranty information must be furnished.
37. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System

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Logged in as: lindac@mail.hamiltontn.gov
Role: Client

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Solicitation 0714-008 - Log
Asphalt Road Materials

7/18/2014 8:34 AM Eastern

Bids Due Date/Time: 7/31/2014 11:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 7/31/2014 11:00:00 AM Eastern
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Message Summary	Message Detail	Document Detail					
<p>Message Summary export print </p>		<p>Records Per Page </p>					
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/18/2014 8:34:07AM	Eastern	Linda Chumbler	0714-008 - Asphalt Road Materials	Invitation	Please click on the above solicitation number to access bid documents.	57	1

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 [E-Bid Systems, Inc.](#) All rights reserved.

Please run the attached ad on July 18, 2014 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on July 31, 2014 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Asphalt Road Materials
 July 31, 2014

Highway Department
 11:00 A..M.

Vendors:	Southeastern Materials, Inc.	Hudson Materials (HC)	Blacklidge Emulsions	Dunlap Stone Inc.	Hiwassee Paving, LLC
		Picked Up/Delivered	Picked Up/Delivered		
Hot Mix 307 grading B	\$64.50	N/B	N/B	\$63.00	\$62.00
Hot Mix 307 grading C	\$63.00	N/B	N/B	\$65.00	\$61.00
Hot Mix 307 CS	\$77.25	N/B	N/B	\$67.00	\$75.00
Hot Mix 307 grading C-W (Surface)	\$64.00	N/B	N/B	\$68.00	\$63.00
Hot Mix 411 grading D	\$80.00	N/B	N/B	\$78.00	\$77.00
Hot Mix 411 "E" (Shoulder)	\$68.00	N/B	N/B	\$70.00	\$68.00
Hot Mix 411 grading E (Surface)	\$70.00	N/B	N/B	\$72.00	\$68.00
Hot Mix Curb Mix	\$87.00	N/B	N/B	N/B	\$85.00
Hot Mix 411 TL	\$80.00	N/B	N/B	\$76.00	\$78.00
Cold Mix	N/B	\$71.00	N/B	N/B	N/B
High Performance Cold Patch	N/B	\$71.00	N/B	N/B	N/B
AE-P	N/B	\$2.1180/\$2.2010	\$2.40/\$2.40	N/B	N/B
CRS-2	N/B	\$2.1180/\$2.2010	\$2.17/\$2.17	N/B	N/B
SS-1	N/B	\$2.2224/\$2.2590	\$2.20/\$2.20	N/B	N/B
CQS (per gallon)	N/B	\$2.4458/\$2.4824	N/B	N/B	N/B
CQS-1H	N/B	\$2.4458/\$2.4824	N/B	N/B	N/B
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
News Paper Ad	7/18/2014
Vendor Notification:	57
Vendor Response:	5
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 814-36

A RESOLUTION ACCEPTING THE BID OF 84 LUMBER COMPANY FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2014, THROUGH MARCH 6, 2015, FOR BAGGED PORTLAND CEMENT FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six (6) months contract pricing for bagged Portland cement amounting to \$9.50 per bag for the Highway Department; and,

WHEREAS, the bid from 84 Lumber Company was the only bid received, but said bid is deemed reasonable; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of 84 Lumber Company for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for bagged Portland cement for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

July 18, 2014

Invitation to Bid – Hamilton County

Subject: Contract unit pricing for Bagged Portland Cement as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____

Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: July 31, 2014
Bid Opening: 10:00 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Bagged Portland Cement".
Proposal/Bid Number: 0714-004**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

BAGGED PORTLAND CEMENT

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Bagged Portland Cement (94 lb. bag) to be picked up by the Hamilton County Highway Department on an as needed basis. This contract will start on September 7, 2014 through March 6, 2015.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:00 a.m. (ET) on July 31, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0714-004: Bagged Portland Cement". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0714-004 Bagged Portland Cement	Bid #0714-004 Bagged Portland Cement
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

Bid# 0714-004 Bagged Portland Cement
Hamilton County, Tennessee

Pricing for six (6) months contract for Bagged Portland Cement:

Price per 94 lb. bag: \$ _____

Company Name: _____

By: _____

Email Address: _____

Phone: _____

Fax: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

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4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
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10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
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All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

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Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

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17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
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If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

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23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
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27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
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Solicitation 0714-004 - Log
Bagged Portland Cement

7/18/2014 8:48 AM Eastern

Bids Due Date/Time: 7/31/2014 10:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 7/31/2014 10:00:00 AM Eastern
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7/18/2014 8:48:27AM	Eastern	Linda Chumbler	0714-004 - Bagged Portland Cement	Invitation	Please click on the above solicitation number to access bid documents.	139	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 [E-Bid Systems, Inc.](#) All rights reserved.

Please run the attached ad on July 18, 2014 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on July 31, 2014 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Bagged Portland Cement
July 31, 2014

Highway Department
10:00 A.M.

Vendors:	84 Lumber Company
Price per bag:	\$9.50
Delivery:	1-2 days
Terms:	Net 30

Request For Bids:	
Newspaper Ad:	7/18/2014
Vendor Notification:	139
Vendor Response:	1
Budget:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 814-37

A RESOLUTION ACCEPTING THE BIDS OF MARTIN MARIETTA MATERIALS, VULCAN CONSTRUCTION MATERIALS, DUNLAP STONE, INC., APAC PAVING, INC. dba MIDSOUTH AGGREGATES, AND SEQUATCHIE CONCRETE SERVICE, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2014, THROUGH MARCH 6, 2015, FOR CRUSHED STONE AND SAND FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for crushed stone and sand for the Highway Department; and,

WHEREAS, the bids from Martin Marietta Materials, Vulcan Construction Materials, Dunlap Stone, Inc., Apac Paving, Inc. dba Midsouth Aggregates, and Sequatchie Concrete Service, Inc. were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Martin Marietta Materials, Vulcan Construction Materials, Dunlap Stone, Inc., Apac Paving, Inc. dba Midsouth Aggregates, and Sequatchie Concrete Services, Inc. for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for crushed stone and sand for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

July 18, 2014

Invitation to Bid – Hamilton County

Subject: Contract unit pricing for Crushed Stone and Sand as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____

Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: July 31, 2014
Bid Opening: 10:45 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Crushed Stone & Sand".
Proposal/Bid Number: 0714-007

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Crushed Stone & Sand to be picked up by Hamilton County on an as needed basis. This contract pricing will begin on September 7, 2014 through March 6, 2015.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:45 a.m. (ET) on July 31, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0714-007: Crushed Stone & Sand". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0714-007 Crushed Stone & Sand	Bid #0714-007 Crushed Stone & Sand
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT SPECIFICATIONS.

ROAD MATERIALS PRICING SHEET:

ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT SPECIFICATIONS.

Crushed Stone \$ _____

Manufactured Sand \$ _____

River Sand \$ _____

Natural Sand \$ _____

Crusher Run/Pug \$ _____

#4's, 57's, 7's \$ _____

PARK MATERIALS:

White Beach Sand \$ _____

Pea Gravel \$ _____

Rip-rap \$ _____

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
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Solicitation 0714-007 - Log
Crushed Stone & Sand

7/18/2014 8:37 AM Eastern

Bids Due Date/Time: 7/31/2014 10:45:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 7/31/2014 10:45:00 AM Eastern
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Message Summary	Message Detail	Document Detail					
<p>Message Summary export print </p>		<input style="width: 50px;" type="text" value="100"/>					
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/18/2014 8:37:06AM	Eastern	Linda Chumbler	0714-007 - Crushed Stone & Sand	Invitation	Please click on the above solicitation number to access bid documents.	85	1

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Please run the attached ad on July 18, 2014 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on July 31, 2014 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Crushed Stone & Sand
July 31, 2014

Highway Dept.
10:45 A.M.

Vendors:	Martin Marietta Materials (HC)	Vulcan Construction Materials (HC)	Dunlap Stone, Inc.	Apac Paving dba Midsouth Aggregates (HC)	Sequatchie Concrete (HC)
Road Materials:					
Crushed Stone	\$17.00	\$18.50	\$11.00	\$17.25	N/B
Manufactured Sand	\$20.75	\$22.00	N/B	\$21.50	\$30.00
River Sand	N/B	N/B	N/B	N/B	\$36.00
Natural Sand	N/B	N/B	\$11.00	N/B	\$24.00
Crusher Run/Pug	\$15.25	\$18.00	\$12.00	\$16.75	N/B
#4's, 57's, 7's	\$17.00	\$18.50	\$12.00	\$17.75	N/B
Park Materials:					
White Beach Sand	N/B	N/B	\$11.00	N/B	\$24.00
Pea Gravel	N/B	N/B	N/B	N/B	N/B
Rip-Rap	\$18.50	\$21.00	\$12.00	\$19.25	N/B
		Upon Request			
Terms:	Net 30	Net 15th	30 days	Net 30	Net

Request For Bids:	
Newspaper Ad:	7/18/2014
Vendor Notifications:	85
Vendor Response:	5
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 814-38

A RESOLUTION ACCEPTING THE BIDS OF SEQUATCHIE CONCRETE SERVICE, INC., TNT CONCRETE, LLC AND LAMBERT CONCRETE FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2014 THROUGH MARCH 6, 2015, FOR READY MIX CONCRETE FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for ready mix concrete for the Highway Department; and,

WHEREAS, the bids from Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambert Concrete were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambert Concrete for six (6) months contract pricing, beginning September 7, 2014, through March 6, 2015, for ready mix concrete for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

July 18, 2014

Invitation to Bid – Hamilton County

Subject: Contract unit pricing for Ready Mix Concrete as per attached specifications.

Company Name: _____

Company Address: _____

Street

City

State

By: _____ Signature: _____

(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____

Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: July 31, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Ready Mix Concrete".
Proposal/Bid Number: 0714-006**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Ready Mix Concrete and Concrete Grout to be ordered as needed by Hamilton County, Tennessee. This contract pricing will begin on September 7, 2014 through March 6, 2015.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on July 31, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0714-006: Ready Mix Concrete". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0714-006 Ready Mix Concrete	Bid #0714-006 Ready Mix Concrete
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

DESCRIPTION:

Six (6) months pricing on Class "A" Concrete and Concrete Grout. These bids shall be unit prices per cubic yard of the following materials. Vendor must show proof of minimum insurance requirements for delivered materials.

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Pricing Sheet for Ready Mix Concrete:

3000 PSI \$ _____ cu. yd.

3000 lb. PSI w/Fiber \$ _____ cu. yd.

4000 lb. PSI \$ _____ cu. yd.

4000 lb. PSI w/Fiber \$ _____ cu. yd.

Concrete Grout \$ _____ cu. yd.

Peagravel & River Sand Mix \$ _____ cu. yd.

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **WARRANTIES:** All warranty information must be furnished.
37. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0714-006 - Log
Ready Mix Concrete

7/18/2014 8:40 AM Eastern

Bids Due Date/Time: 7/31/2014 10:30:00 AM Eastern

Visible to Vendors: Currently Hidden **Bids Due:** 7/31/2014 10:30:00 AM Eastern
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Message Summary	Message Detail	Document Detail
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7/18/2014 8:40:33AM	Eastern	Linda Chumbler	0714-006 - Ready Mix Concrete	Invitation	Please click on the above solicitation number to access bid documents.	139	0

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Please run the attached ad on July 18, 2014 in the legal notices.

LEGAL NOTICE

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10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Ready Mix Concrete
July 31, 2014

Highway Department
10:30 A.M.

Vendors:	Sequatchie Concrete Service (HC)	TNT Concrete LLC.	Lambert Concrete (HC)
Ready Mix Concrete:			
3000 PSI	\$100.00	\$105.00	\$100.00
3000 lb. PSI w/fiber	\$105.50	\$115.00	\$105.00
4000 PSI	\$105.00	\$110.00	\$106.00
4000 lb. PSI w/fiber	\$110.50	\$120.00	\$111.00
Concrete Grout	\$108.00	\$130.00	\$128.00
Peagravel & River Sand Mix	\$160.00	\$135.00	\$134.00
Delivery:		same day	24 hr ARO
Terms:	Net 30	Net 30	Net 10th

5 yds or less
\$70.00 del. fee

Request For Bids:	
Newspaper Ad:	7/18/2014
Vendor Notification:	139
Vendor Response:	3
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 814-39

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A REAL ESTATE PURCHASE AGREEMENT AND TO SIGN ALL CLOSING DOCUMENTS NECESSARY TO PURCHASE CERTAIN PROPERTY FOR THE BENEFIT OF THE SALE CREEK MIDDLE AND HIGH SCHOOL.

WHEREAS, Sale Creek Middle and High School currently share a softball field that is in need of additional parking; and,

WHEREAS, construction of a new parking lot would greatly enhance traffic flow and safety for the existing school; and,

WHEREAS, a tract of land consisting of approximately two (2) acres (subject to survey) located adjacent to the softball field is available for purchase by Hamilton County and is acceptable for the construction of a new parking lot; and,

WHEREAS, negotiations between representatives of Hamilton County and the property owners, Stephanie and Lyndell Francisco, have resulted in an agreement being reached between the parties to purchase said property for the sale price of \$45,000 plus costs of closing, in accordance with the terms and conditions of the attached or similar purchase agreement; and,

WHEREAS, upon execution of said agreement, \$4,500 Earnest Money shall be deposited and held in escrow by Pioneer Title Agency, Inc.; and,

WHEREAS, funding source for said property purchase shall be bond funds; and,

WHEREAS, said property shall be titled jointly in the name of Hamilton County and the Hamilton County Board of Education; and,

WHEREAS, it is in the best interest of the citizens of Hamilton County to purchase said property to facilitate the construction of a new parking lot for the softball field at Sale Creek Middle and High School.

NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is hereby authorized to enter into and execute a Real Estate Purchase Agreement for the purchase price listed below plus costs of closing, and to sign all closing documents necessary to purchase approximately two (2) acres (subject to survey) from the sellers listed below for the benefit of Sale Creek Middle and High School in accordance with the terms and conditions of the attached or similar purchase agreement.

<u>STATE TAX</u> <u>MAP NO.</u>	<u>SELLERS</u>	<u>PURCHASE</u> <u>PRICE</u>
015 010	Stephanie and Lyndell Francisco	\$45,000

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made to be effective the ___ day of _____ 2014, by and between Stephanie A. and husband, Lyndell G. Francisco, ("Seller") and HAMILTON COUNTY, TENNESSEE, a Tennessee political subdivision, ("Buyer").

WITNESSETH:

1. **SALE.** Seller agrees to sell, and Buyer agrees to purchase, in fee simple, subject to and upon the following terms and conditions, those certain tract or tracts of real estate located in Hamilton County, Tennessee, being more particularly described as Map 015 Parcel 010, located at 15312 Coppinger Road, and as described in Deed Book 9279 Page 0343, together with all improvements thereon and all easements, rights and privileges appurtenant thereto (collectively the "Real Estate"). All improvements, fixtures and equipment remaining on the Real Estate at time of closing shall be the property of Buyer.

2. **PURCHASE PRICE.** The purchase price for the Real Estate shall be \$45,000 Dollars, which shall be paid in lawful money of the United States in the following manner: \$4,500 Dollars upon execution of this Agreement by the parties ("Earnest Money") to be held in escrow by Pioneer Title Agency, Inc. ("Escrow Agent"). The purchase price shall be paid to Seller in cash or immediate funds at closing, subject to the prorations and adjustments hereinafter provided. At the closing, the Earnest Money, if not previously paid to Seller or Buyer pursuant to the terms hereof, shall be returned to Buyer.

3. **SURVEY.** During the term of this Agreement, Buyer will, at Buyer's expense, obtain a survey for the Real Estate. The legal description of the Real Estate as shown on such survey shall consist of separate legal descriptions for any separate tracts of real property comprising the Real Estate as well as a perimeter legal description of the Real Estate. The legal descriptions shall be reasonably acceptable to Seller and shall be used in the General Warranty Deed to be delivered by Seller pursuant to this Agreement. If the survey shows easements, encroachments or other conditions which are not approved by Buyer, then these matters will be deemed to be a defect in title to the Real Estate as provided in Paragraph 4 herein. Seller will provide to Buyer, without cost, a copy of any existing surveys for the Real Estate. Further, if necessary to convey the Real Estate to Buyer as contemplated hereby or if necessary for Buyer's intended use or development of the Real Estate, Buyer shall during the "Inspection Period" (as hereinafter defined) have prepared and forwarded to Seller for approval a subdivision plat for the Real Estate. Such subdivision plat must be approved by all necessary governmental authorities and recorded prior to closing as a condition to Buyer's obligations hereunder. All costs and expenses associated with the preparation, approval and recording of the subdivision plat shall be the responsibility of Buyer. Seller agrees to cooperate with Buyer in connection with preparing the subdivision plat and obtaining all necessary approvals thereof and Seller further agrees to execute all documentation necessary in connection with preparing and recording the subdivision plat.

4. **TITLE INSURANCE.** During the term of this Agreement, Buyer shall obtain, at Buyer's expense, an owner's title insurance commitment to issue, upon

payment of a premium, an owner's title insurance policy in the amount of the purchase price adopting such form as may be approved by Buyer together with any additional endorsements required by Buyer insuring Buyer's fee simple interest in the Real Estate. The title insurance commitment will contain exceptions only for real estate taxes and assessments for the year of closing which are not yet due and payable and such other exceptions as Buyer may approve. If the commitment contains exceptions not acceptable to Buyer, then Buyer shall notify Seller of such exceptions and Seller shall have such time as is specified by Buyer in the notice (but not later than the closing date) to resolve the exceptions to the satisfaction of the Buyer, provided, however, that Seller shall be under no obligation to remove easements and restrictions shown as title exceptions which were recorded prior to the effective date hereof. In the event any title objections are not resolved to Buyer's satisfaction, then Buyer may terminate this Agreement at any time on or before closing.

5. **GENERAL WARRANTY DEED.** Fee simple title to the Real Estate shall be conveyed by Seller to Buyer by General Warranty Deed containing common law covenants of title subject to the recorded exceptions contained in Buyer's title commitment. In that regard, Seller shall execute at closing a standard owner's affidavit reasonably acceptable to Buyer and Buyer's title insurance company enabling the title insurance company to issue the owner's title policy to Buyer without exception for mechanic's or materialmen's liens, rights of parties in possession or other off-record matters. At Buyer's request, Seller shall also execute a quitclaim deed for the purpose of conveying the Real Estate pursuant to the perimeter legal description of the Real Estate as shown on Buyer's survey.

6. **EXPENSES.** The expenses of this transaction shall be paid as follows: Buyer shall pay all closing expenses, at no cost to Seller, except for Real Estate taxes and special assessments, if any, for the year of closing which shall be apportioned between the parties as of the date of closing and Seller will pay any such charges for prior years, whenever assessed.

7. **BROKER AND COMMISSION.** Seller and Buyer each represent to the other that there are no brokers involved in this transaction. Each party represents to the other that it has dealt with no broker other than those set forth herein, and will hold the other party harmless from any and all other claims for brokers' commissions arising from its actions. No real estate broker shall have authority to bind any party hereto with respect to this Agreement.

8. **CONDITIONS PRECEDENT TO CLOSING.** The Buyer's obligations hereunder are conditioned upon and subject to the satisfaction, on and as of the closing date, of each of the following conditions:

(a) There are no zoning laws, ordinances, regulations or other governmental requirements nor any deficiencies or lack of access, ingress and egress, drainage, adequate soil conditions nor other difficulties existing or commencing at the closing date which prohibit or in any way impair the full use of the Real Estate by Buyer for Buyer's intended use of the Real Estate including, without limitation, the construction of improvements thereon, or further that there will be no excessive site preparation and construction costs;

- (b) Buyer has obtained all easements, licenses, zoning changes, variances, special use permits and exceptions, building, parking, curb-cut, signage, utility and other permits necessary for the construction of its proposed improvements on the Real Estate or any use thereof;
- (c) This Agreement must be approved and accepted by the Hamilton County Board of Commissioners, and executed by the County Mayor;
- (d) The warranties and representations herein contained are true and correct; and
- (e) The requirements of Paragraphs 3, 4, 12 and 15 herein have been satisfied; and
- (f) Buyer shall have sixty (60) days from the execution of this Agreement by the parties hereto to inspect and investigate the property to determine the property's suitability to the needs of the Hamilton County Board of Education; and to obtain, if desired, an EPA Phase I and Phase II (if necessary) Environmental Report satisfactory to the Buyer, and to perform any desired soil borings to determine suitability.

Buyer shall notify Seller in writing within 60 days from the date hereof (such period being the "Inspection Period") if the conditions set forth above is acceptable to Buyer. If such notice is not given, then Buyer shall be deemed to have terminated this Agreement, following which neither party shall have further obligation hereunder (except to the extent provided in Paragraph 15 herein).

9. CLOSING.

- (a) In the event this Agreement is not terminated as provided in the preceding paragraph, then the closing of this purchase and sale shall occur no later than 60 days following expiration of the Inspection Period at a mutually convenient time and place in the county where the Real Estate is located; provided, however, that either party may elect by written notice to the other to close the transaction in escrow by mail through Buyer's title insurance company;
- (b) Seller shall execute at closing an affidavit pursuant to Section 1445 of the Internal Revenue Code to the effect that Seller is not a "foreign person";
- (c) Buyer's obligation to close this purchase and sale is conditioned upon there being no change in the status of title as set forth in Paragraph 4 herein from that approved by Buyer as well as no change in the matters set forth in Paragraph 8 herein from those approved by Buyer;
- (d) Buyer's obligation to close this purchase and sale is conditioned upon all parties currently occupying the Real Estate having vacated the property and all leasehold interests encumbering the Real Estate having been terminated. The closing shall be extended as necessary in order for any such parties to vacate the Real Estate and Seller shall take any action necessary at Seller's expense to remove any such parties from the Real Estate.

10. DEFAULT.

(a) In the event that the Buyer defaults in its obligations undertaken in this Agreement, and Seller has not defaulted in Seller's obligations, then the Seller shall be entitled to receive \$1,000 as full and agreed upon liquidated damages and the parties hereto shall be released from further liability hereunder.

Seller specifically waives and relinquishes any and all other rights at law or in equity, including specific performance.

(b) In the event of a default in the obligations herein taken by the Seller, the Buyer shall be entitled to its choice of the following remedies:

(i) Buyer may compel Seller to convey the Real Estate by a suit for specific performance and recover all costs and expenses incident thereto; or

(ii) Buyer may declare this Agreement to be terminated. Upon such declaration, all parties hereto shall be relieved from further liability hereunder.

(c) In the event of a breach or default by a party hereto, the non-defaulting party shall be entitled to attorneys' fees and costs incurred as a result of such breach or default.

11. **ASSIGNMENT.** This Agreement shall be freely assignable by Buyer with prior written notice to Seller.

12. **WARRANTY BY SELLER.** Seller warrants that (a) he is the sole owner of the Real Estate and has the right to enter into and perform this Agreement upon the terms and conditions set forth herein; (b) except for recorded documents filed with the Register of Deeds for Hamilton County, Tennessee, there are no easements, restrictions, leases or rights affecting the Real Estate or Easements except as disclosed in this Agreement; (c) water, sanitary and storm sewer, electric current, telephone and gas are available for connection to improvements on the Real Estate at the boundary thereof or at a point in the public street adjacent thereto; (d) all parties occupying the Real Estate shall have vacated the Real Estate as of the closing; and (e) the Real Estate is not encumbered by liens, mortgages or otherwise for an amount in excess of the purchase price, or if so encumbered, such liens, mortgages or encumbrances may be released for an amount not in excess of the purchase price. Any amount owed by Seller to satisfy any such lien, mortgage or other encumbrance may be deducted from Seller's proceeds at closing.

13. **CONDEMNATION.** In the event that Seller becomes aware of the institution or pendency of any action or proceeding in eminent domain or for the condemnation of any part of the Real Estate, Seller shall immediately give Buyer written notice of such action or proceeding. Should all or any part of the Real Estate be taken by eminent domain or condemnation prior to the closing or if such proceedings are threatened or proposed, Buyer shall have the option of terminating this Agreement. If Buyer does not elect to terminate, then this Agreement shall remain in full force and effect, and Seller shall deliver to Buyer at closing all monies received by reason of such taking and shall assign to Buyer all right, title, interest and claim in and to any awards that may be made for such taking.

14. **NOTICES.** Any notice, request, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and delivered personally or sent via a nationally recognized overnight courier service or by certified mail, return receipt requested, postage prepaid or telegram (which terms shall be deemed to include mailgrams or facsimile messages) to the following addresses:

TO SELLER:

Stephanie A. and Lyndell G Francisco
15312 Coppinter Road
Sale Creek, Tn. 37343

TO BUYER:

Hamilton County, Tennessee
Real Property Office
Attention: Real Property Manager
4th Floor Mayfield Annex
123 East Seventh Street
Chattanooga, Tennessee 37402-1904
Fax No.: (423) 209-6445

Notice shall be deemed to have been given on the date of hand delivery or on the date of depositing same in the mail or with such nationally recognized overnight courier in accordance with the terms hereof. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder.

15. **ENVIRONMENTAL MATTERS.**

(a) Seller represents and warrants that there are no hazardous or toxic materials, substances, pollutants, contaminants, petroleum products, asbestos, urea formaldehyde foam insulation, lead paint and/or fluid containing polychlorinated biphenyls (PCBs), hydrocarbons or wastes which are generated, stored, treated, disposed of, transported to or from, or located in, on, or under the Real Estate nor has the Real Estate been used at any time as a landfill or a storage or dump site, except as disclosed herein. Seller further warrants that no underground storage tanks or fuel lines, underground wells, or septic tanks are located upon the Real Estate except as disclosed herein.

Disclosure of environmental matters: *Old fuel tank on north side of property, filled in approximately 30 years prior to 2014 with dirt & rechecked for dangerous contaminants in 2010 & fuel stored over with dirt in 2011.*

(b) Buyer, at its sole cost and expense, shall have the right to require a reputable engineering firm to perform an environmental inspection and audit of the Real Estate ("Environmental Audit"). Buyer shall advise Seller in writing in the event the Environmental Audit reveals any items which

require a remedial clean-up response pursuant to applicable federal, state or local statute, law, regulation or ordinance ("Applicable Laws") and shall simultaneously deliver a copy of the Environmental Audit to Seller.

(c) If the Real Estate is in violation of any Applicable Laws, the Seller shall be obligated to either (i) incur at Seller's expense any cost necessary to remedy such violations reflected by the Environmental Audit or to otherwise cause the Real Estate to be in compliance with all Applicable Laws prior to the expiration of the Inspection Period or (ii) terminate this Agreement by written notice to Buyer within fifteen (15) days following receipt of the Environmental Audit. Following such termination, the Earnest Money, if any will be promptly refunded to Buyer. In the event of such termination, a copy of the Environmental Audit, together with any related reports obtained by Buyer shall be delivered to Seller without further cost.

16. **RISK OF LOSS TO PROPERTY.** Until time of closing, Seller assumes risk of loss or damage to the Real Estate by fire, windstorm or other casualty, but shall be entitled to recover from the Buyer for any damage or loss caused by Buyer's negligence. In the event of loss or damage to the Real Estate, Buyer shall have the right to terminate this Agreement except where such damage or loss is caused by Buyer's negligence.

17. **MISCELLANEOUS.** Time is of the essence of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. This Agreement shall be binding upon the parties hereto and their respective successors in interest and assigns. The terms and provisions hereof shall survive the closing. This Agreement constitutes the entire agreement of the parties and no statement or representation shall be considered a part of this Agreement or binding upon the parties unless the same is contained herein. Buyer shall have the right to conduct any surveys, soil tests or other examinations or inspections of the Real Estate which it desires prior to the closing but shall indemnify Seller from all loss or damage caused thereby and restore the Real Estate to the condition existing prior to any testing.

18. **VALIDITY OF OFFER.** The Buyer and Seller agree and acknowledge that this Real Estate Purchase Agreement must be accepted by the Hamilton County Board of Commissioners and executed by the County Mayor prior to enforcement.

19. **LIMITS OF LIABILITY.** Buyer and Seller agree that \$45,000 total price, is the total amount due from Buyer and that this includes any claims that seller has or may have against Buyer arising out of any conditions or damages to Sellers Property, real or personal, arising out of any act of Buyer's, their agents, officers, or employees.

In witness whereof, the parties hereto have signed this Agreement under seal on the day shown to the left of the respective signatures. This Agreement shall for all purposes be deemed to be fully executed on the later of the date of execution shown below, which date shall be inserted in the heading hereof ("Effective Date"). If this Agreement is signed first by Buyer and Seller fails to accept this Real Estate Purchase Agreement by executing the original and one copy and delivering same to Buyer within 3 days from the date Buyer signs same, this Real Estate Purchase Agreement shall become null and void and be of no further force or effect.

7/29/2014
Date

7/29/2014
Date

Date

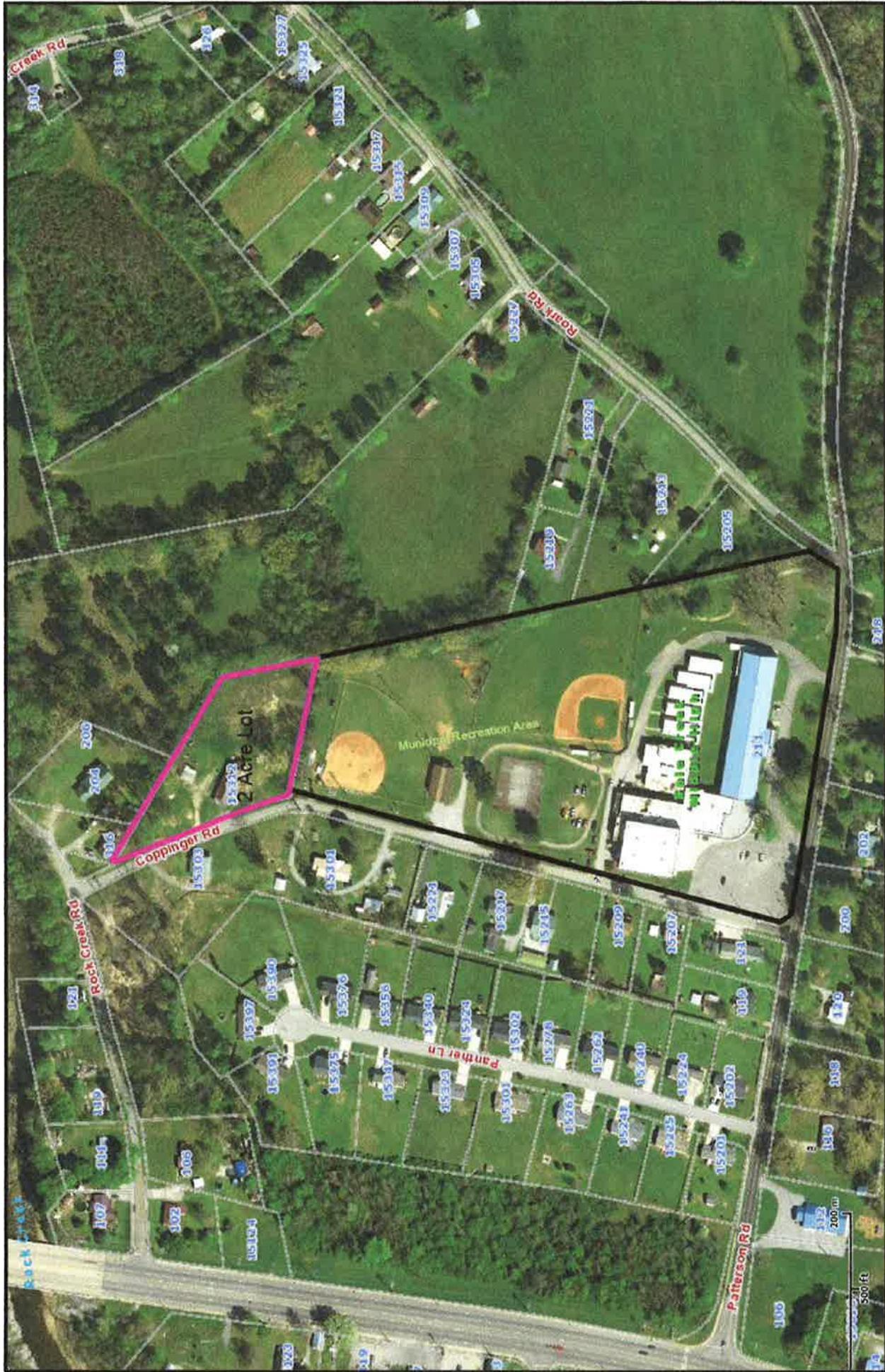
SELLER:

Stephanie A. Francisco
Stephanie A. Francisco
Lyndell G. Francisco
Lyndell G. Francisco

BUYER:

HAMILTON COUNTY, TENNESSEE

By: _____
Jim Coppinger, County Mayor



Printed: Aug 06, 2014

SALE CREEK MIDDLE & HIGH SCHOOL 2 ACRE TRACT



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.





Hamilton County Board of Commissioners RESOLUTION

No. 814-40

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH DERTHICK, HENLEY & WILKERSON ARCHITECTS FOR DESIGN OF THE NEW GANNS MIDDLE VALLEY ELEMENTARY SCHOOL FOR AN AMOUNT NOT TO EXCEED \$1,438,694.00.

WHEREAS, Resolution 714-9 was approved by this Legislative Body, on July 2, 2014 approving Derthick, Henley & Wilkerson Architects to provide design services for the new Ganns Middle Valley Elementary School; and,

WHEREAS, the total amount of the contract shall not exceed \$1,438,694.00 without approval by the County Commission; and,

WHEREAS, there are sufficient funds available for this project in the County's line of credit; and,

WHEREAS, this contract will also be signed by a representative of the Hamilton County Department of Education.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to enter into and execute a contract with Derthick, Henley & Wilkerson Architects to provide design services for the new Ganns Middle Valley Elementary School for an amount not to exceed \$1,438,694.00.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



July 2, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners RESOLUTION

No. 714-9

A RESOLUTION TO APPROVE ARCHITECTURAL FIRMS FOR THE DESIGN OF ONE NEW SCHOOL AND THREE ADDITIONS TO EXISTING SCHOOLS.

WHEREAS, Resolution 504-17 was approved by this Legislative Body, on May 5, 2004, for the selection of architects relative to the construction of school facilities and, in accordance with the adopted procedures, the County Mayor recommends the firms listed below; and,

WHEREAS, a contract and design fee will be approved by the Hamilton County Commission before design begins.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the following firms are approved to design the designated schools:

ARCHITECT

SCHOOL

Derthick, Henley & Wilkerson Architects
Franklin Architects
Hefferlin + Kronenberg Architects
Billingsley Architecture

New Ganns Middle Valley Elementary
Nolan Elementary School Addition
Sale Creek Middle/High School Addition
Wolftever Elementary School Addition

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

[Signature]

County Clerk

[Signature]

County Mayor

July 2, 2014

Date

August 6, 2014

Gary Waters
Assistant Superintendent, Auxiliary Services
Hamilton County Schools
2501 Dodds Avenue
Chattanooga, Tennessee 37407



Dear Mr. Waters,

I am writing to submit our Design Fee Proposal for the New Ganns Middle Valley Elementary School.

We anticipate the Construction Cost for the New School at approximately Twenty three million, five hundred thousand dollars (\$23,500,000.00) including demolition of existing structures and site improvements.

DH&W will provide Architectural and Engineering Design as part of our Basic Services. We will deliver Hamilton County Department of Education, Hamilton County Information Technologies Department and our Roof Consultant with Review Plans and Specifications at 50%, 90% and 100% stages of Project Design and will incorporate modifications required by the County and State Fire Marshal prior to issuing documents for Bidding by General Contractors.

Our Basic Services Fee is based upon the formula $35/(\log P - 1.15)$ where P is the Construction Cost (\$23,500,000.00). Using this Formula, we Propose a Basic Services Fee of One Million, three hundred twenty two thousand, one hundred and twenty dollars (\$1,322,120.00). The Final Basic Services fee paid to DH&W will be adjusted using the actual construction cost of the Project at upon completion.

We anticipate our reimbursable shall not exceed one hundred and six thousand five hundred and seventy four dollars (\$106,574.00).

Our Reimbursable expenses include (worksheet attached):

1. Roof Design Consultant (Roof Design Works)
2. Traffic Study (Benesch Engineering)
3. TN Fire Marshal Design Review Fees
4. TDEC Plans Review and Permitting Fees (during Design Phase)
5. Geothermal Conductivity Test Wells
6. Printing and Postage

The following services we believe will be required but are NOT included as part of reimbursable expenses:

1. Geotechnical Exploration (during design) and Materials Testing (during construction)
2. Additional Surveying required for Geothermal and Geotechnical test locations
3. Special Testing/Inspections during Construction

We understand that Hamilton County has a Topographic and Boundary Survey of the site in electronic format which will be available to us.

I have attached our Proposed Consultant List, a copy of our Food Service Consultant Proposal and our Worksheets for Reimbursable Expenses and Fee Summary.

Please call me immediately if you have any questions or need any additional information. We are grateful for this opportunity and look forward to proceeding as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew C. Hausler". The signature is fluid and cursive, with the first name "Andrew" and last name "Hausler" clearly distinguishable.

Andrew C. Hausler
Partner, Derthick, Henley & Wilkerson Architects PLLC

copy w/attachments J. Agan, T. Leamon, A. Friday, file



Ganns Middle Valley Elementary School

Compensation to Designer Worksheet

August 6 2014

Item II

A.	Fee : Formula =35/(Log P-1.15)	\$	1,322,120
	Construction Cost	\$	23,500,000.00
	<i>Note: Basic Services Fee Adjusted at end of Project to reflect actual construction cost</i>		
B.	Additional Services-		\$10,000
	<i>Not to exceed \$10,000 unless mutually agreed prior to performing service(s)</i>		
C.	Reimbursable Expenses	\$	106,574
	Includes Permit and Review Fees -See Reimbursables Worksheet		

Item III

A.	Designer's Duration	Design, 5 months
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Proposed Schedule

Designers Contract signed	August 22 2014
Schematic Design Phase	September 12 2014
Design Development Phase*	October 20 2014
Construction Document Phase*	January 29 2015
Bidding and Negotiation Phase	
Out to Bid	February 10 2015
Receive Bids	March 15 2015

Ganns Middle Valley New Elementary School

Reimbursable Expenses Worksheet DH&W Project No. 8147

Contract Section 1-3



August 6 2014

Section 1-3	Amount	Comments
Traffic Study -Includes stoplight study (1-3-5)	\$ 11,000.00	Allowance, Benesch Engineering
Roof Consultant	\$ 12,375.00	Roof Design Consultants, allowance
Geothermal Conductivity Testing Wells (1-3-6)	\$ 27,500.00	Allowance
Printing and Postage Section 1-3-2		
Schematic Design	\$ 2,819.85	
Design Development	\$ 2,745.60	
50% Review Sets	\$ 600.00	HCDE, HC IT & Roof Consultant
Construction Documents	\$ 3,962.20	
90% Review	\$ 900.00	HCDE, HC IT & Roof Consultant
Fire Marshal "Flip" Set	\$ 180.00	Review Sets with Fire Marshal + Consultant
100% Review	\$ 900.00	HCDE, HC IT & Roof Consultant
TDEC Permitting	\$ 240.00	Permit Sets
Contract Administration	\$ 3,751.00	Includes Shop Drawings and As Built Sets
Plans Review Fees and Permitting Fees		
Hamilton County	\$ -	No plans review fee required
State Fire Marshal (1-3-1)	\$ 37,950.00	Based upon \$17 M Building Construction Cost (no sitework)
TDEC -NPDES (1-3-7)	\$ 1,650.00	\$1000 + \$500 extension for projects lasting more than 12 months

Total Estimated Reimbursables \$ 106,574

Not Included

Surveyor layout of Geotechnical & Geothermal Borings locations

Ganns Middle Valley Elementary School
DH&W Project Number 8147
Project Consultant List –August 5 2014



Primary DH&W Contact:

Drew Hausler 423-266-4816
ahausler@dhw-architects.com

Primary Hamilton County Schools Contact:

Gary Waters, Asst. Supt., Auxiliary Services
423-290-5600

Civil Engineering Design Consultant:

Joseph Parks, PE, Civil Engineer
joe.parks@mar Chadams.com
direct: (423) 664-1482 fax: (423) 698-3638
P.O. Box 3689; 310 Dodds Avenue
Chattanooga, TN 37404

Structural Engineering Design Consultant:

Tommy Ireland
tireland@bennett-pless.com
Bennett & Pless
301 Riverfront Parkway
Suite 105
Chattanooga, Tennessee 37402

Mechanical, Electrical, Plumbing and Fire Protection Engineering Design Consultant:

Campbell & Associates
Matt Williams
423-267-9718
mattw@caengrs.com
651 E 4th St
600 Chattanooga, TN 37403

Food Service Design Consultant:

Dennis Ford
865-216-8418
dffsc@att.net
Dennis Ford Food Service Consulting, LLC
1709 West Forest Blvd.
Knoxville, Tennessee 37909

Landscape Architectural Design:

Casey Neal, Landscape Architect
423-697-2580
case@caselandarch.com

Fire Protection Consultant

Bill Wamsley
615-391-0289
wamsleybill@bellsouth.net
306 Cameron Court, Hermitage, Tennessee 37076



Hamilton County Board of Commissioners

RESOLUTION

No. 814-41

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH FRANKLIN ARCHITECTS FOR DESIGN OF THE NOLAN ELEMENTARY SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$328,590.00.

WHEREAS, Resolution 714-9 was approved by this Legislative Body, on July 2, 2014 approving Franklin Architects to provide design services for the Nolan Elementary School addition; and,

WHEREAS, the total amount of the contract shall not exceed \$328,590.00 without approval by the County Commission; and,

WHEREAS, there are sufficient funds available for this project in the County's line of credit; and,

WHEREAS, this contract will also be signed by a representative of the Hamilton County Department of Education.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to enter into and execute a contract with Franklin Architects to provide design services for the Nolan Elementary School addition for an amount not to exceed \$328,590.00.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



July 2, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners RESOLUTION

No. 714-9

A RESOLUTION TO APPROVE ARCHITECTURAL FIRMS FOR THE DESIGN OF ONE NEW SCHOOL AND THREE ADDITIONS TO EXISTING SCHOOLS.

WHEREAS, Resolution 504-17 was approved by this Legislative Body, on May 5, 2004, for the selection of architects relative to the construction of school facilities and, in accordance with the adopted procedures, the County Mayor recommends the firms listed below; and,

WHEREAS, a contract and design fee will be approved by the Hamilton County Commission before design begins.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the following firms are approved to design the designated schools:

ARCHITECT

SCHOOL

**Derthick, Henley & Wilkerson Architects
Franklin Architects
Hefferlin + Kronenberg Architects
Billingsley Architecture**

**New Ganns Middle Valley Elementary
Nolan Elementary School Addition
Sale Creek Middle/High School Addition
Wolftever Elementary School Addition**

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

County Clerk

County Mayor

July 2, 2014

Date



franklin|architects

142 N Market St . PO Box 4048 . Chattanooga . TN 37405

423.266.1207

August 7, 2014

Mr. John Agan
Hamilton County Engineering
1250 Market Street, Suite 3050
Chattanooga, TN 37402

Dear Mr. Agan:

We look forward to serving the Hamilton County Department of Education again on the additions to Nolan Elementary School.

For Basic Services as defined in Article 1.1 in the Standard Form of Agreement Between Hamilton County, Tennessee and Architects for Professional Services, we propose a lump sum fee of \$268,590 based on the initial estimate of \$4,200,000 for the general contract.

Additional Services as defined in Article 1.2 include the services of a food service consultant, landscape architect or other specialty consultants if needed and/or requested by the Owner. We propose an allowance of \$10,000 to cover these expenses.

For reimbursable expenses as defined in Article 1.3, with the exception of the expense of a traffic report and review by a roof design consultant. It is our understanding that the Owner will advise the Architect as to the cost of the roofing consultant and for a traffic report. We propose an allowance of \$50,000 to cover these expenses.

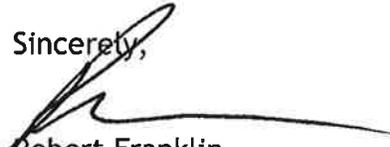
It is our understanding that the Owner will contract directly with a licensed surveyor and geotechnical testing and construction testing company for the project, and these expenses are not included in Article 1.2 or 1.3.

We propose the following consultants for this project:

Bennett & Pless, Inc. - Structural Engineering
Campbell & Associates, Inc. - Mechanical, Plumbing, Fire Protection, and Electrical Engineering
Miller McCoy, Inc. - Civil Engineering

Mr. John Agan
page 2
August 7, 2014

Thank you again for the opportunity to serve Hamilton County. We very much appreciate the fair and businesslike manner in which you work.

Sincerely,

Robert Franklin
President

cc: Ms. Autumn Friday
Mr. Todd Leamon
Mr. Gary Waters



Hamilton County Board of Commissioners RESOLUTION

No. 814-42

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH HEFFERLIN + KRONENBERG ARCHITECTS FOR DESIGN OF THE SALE CREEK MIDDLE/HIGH SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$679,300.00.

WHEREAS, Resolution 714-9 was approved by this Legislative Body, on July 2, 2014 approving Hefferlin + Kronenberg Architects to provide design services for the Sale Creek Middle/High School addition; and,

WHEREAS, the total amount of the contract shall not exceed \$679,300.00 without approval by the County Commission; and,

WHEREAS, there are sufficient funds available for this project in the County's line of credit; and,

WHEREAS, this contract will also be signed by a representative of the Hamilton County Department of Education.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to enter into and execute a contract with Hefferlin + Kronenberg Architects to provide design services for the Sale Creek Middle/High School addition for an amount not to exceed \$679,300.00.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



July 2, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners RESOLUTION

No. 714-9

A RESOLUTION TO APPROVE ARCHITECTURAL FIRMS FOR THE DESIGN OF ONE NEW SCHOOL AND THREE ADDITIONS TO EXISTING SCHOOLS.

WHEREAS, Resolution 504-17 was approved by this Legislative Body, on May 5, 2004, for the selection of architects relative to the construction of school facilities and, in accordance with the adopted procedures, the County Mayor recommends the firms listed below; and,

WHEREAS, a contract and design fee will be approved by the Hamilton County Commission before design begins.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the following firms are approved to design the designated schools:

ARCHITECT

SCHOOL

**Derthick, Henley & Wilkerson Architects
Franklin Architects
Hefferlin + Kronenberg Architects
Billingsley Architecture**

**New Ganns Middle Valley Elementary
Nolan Elementary School Addition
Sale Creek Middle/High School Addition
Wolftever Elementary School Addition**

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

[Signature]

County Clerk

[Signature]

County Mayor

July 2, 2014

Date



HEFFERLIN + KRONENBERG ARCHITECTS PLLC

525 West Main Street Chattanooga TN 37402 Tel 423 266 3656 Fax 423 266 3357

August 5, 2014

John Agan, PE
Director of Engineering
Hamilton County, Tennessee
1250 Market Street, Suite 3050
Chattanooga, TN 37402-2713

RE: Sale Creek Middle/High-- A&E Fee Proposal

Mr. Agan,

It is our pleasure to provide a proposal for Architectural services for the proposed Addition to Sale Creek Middle High School.

Our fee is based on the scope and cost of construction included in the RFQ. Additionally, it is loosely based on the attached schematic design we prepared for the RFQ process. This information is attached in Exhibit One.

Our Fee proposal includes normal Architectural, MEP & FP, Civil, Structural Services, Kitchen Consultant, and Code Consultant as required to provide Schematic Design, Design Development, Construction Documents, Bidding and Negotiation services and Construction Administration services.

Total Architectural fee based on State Fee Schedule	\$598,300
Added Reimbursable costs (per Exhibit Two)	\$71,000
Additional Services	<u>\$10,000</u>

Total Fee	\$679,300
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Also attached is a list of all our consultants. See Exhibit Three.

Thank you for the opportunity to work with you on this project.

Sincerely,

Heidi Hefferlin, AIA, LEED AP

Enclosures (3)

Sale Creek Middle/High School Addition
Reimbursable Expense Schedule 8-5-2014

Review Cost

Hamilton County plan review fee	\$0.00
TN Fire Marshal plan review fee	\$20,500.00
TDEC NOI	\$1,000.00
TDEC General Permit	\$1,000.00
Army Corp of Engineers	\$0.00
TVA Permit	\$0.00

Printing & Postage

Predesign & Programming	\$150.00
Schematic Design	\$1,000.00
Design Development	\$2,200.00
Final Review	\$2,600.00
Civil Permitting	\$350.00
Permitting	\$3,300.00
OTB	\$9,500.00
As-builts	\$400.00
Postage	\$600.00

Mileage

Design	\$350.00
Construction	\$2,050.00

Preconstruction Services

Geothermal - By Owner	\$0.00
Wetland - By Owner	\$0.00
Survey - By Owner	\$0.00
Soil Scientist (Percolation Testing & SSDS field delineation) - By Owner	\$0.00

Traffic Engineering

Traffic Study & Report	\$20,000.00
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Roofing

HCDE selected roofing consultant t.b.d.	\$ 6,000.00
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Total	\$71,000.00
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HEFFERLIN + KRONENBERG ARCHITECTS PLLC

525 West Main Street Chattanooga, TN 37402 Tel 423 266 3556 Fax 423 266 3357

EXHIBIT THREE

Contact List

Sale Creek Middle/High School Addition

Date: Tuesday, August 05, 2014

HK Job 14-038

Hefferlin + Kronenberg Architects PLLC

525 W Main St. Chattanooga, TN 37402

Phone: (423) 266-3656

Principal Architect: Heidi Hefferlin

Cell: (423) 653-4500

Email: heidi@hkarchitects.net

Project Architect: Daniel Oakley

Cell: (423) 364-7822

Email: doakley@hkarchitects.net

CONSULTANTS

1. Mechanical Electrical Plumbing & Fire Protection Engineer: Matthew J. Williams
Campbell & Associates
651 East Fourth St. Suite 600, Chattanooga, TN
Phone: (423) 267-9718
Email: mattw@caengrs.com
2. Civil Engineer: Adam Driver
AD Engineering
651 E 4th St. Chattanooga, TN 37403
Phone: (423) 266-3501
Email: adam@adengineering.us
3. Structural Engineer: Steve Horne, P.E.
SCH Engineering
1407 Prater Rd, East Ridge, TN 37412
Phone: (423) 499-9684
Email: sch-eng@schengineering.com
4. Code Consultant: Bill Wamsley
Bill Wamsley – Fire Protection Consultant
306 S. Cameron Ct. Hermitage, TN 37076
Phone: (615) 391-0289
Email: wamsleybill@bellsouth.net
5. Kitchen Consultant: Dennis Ford
Dennis Ford Food Service Consulting
1709 West Forest Blvd, Knoxville, TN 37909
Phone: (865) 216-8418
Email: dffsc@att.net

6. Traffic Study: Provided by HCDE
Volkert, Inc.
James E. Floyd
1428 Chestnut Street, Suite C, Chattanooga, TN 37402
Phone: (423) 842-3335
Email: jim.floyd@volkert.com
7. Geotechnical: Provided by HCDE
8. Soil Scientist: Provided by HCDE
9. Surveying: Provided by HCDE
10. Roofing Consultant: TBD
(Reimbursable Cost)

HCDE CONTACTS

Gary Waters, HCDE Assistant Superintendent – **Client point of contact**
Phone: (423) 209-5600
Cell: (423) 322-7825
Email: waters_gary@hcde.org

Justin Witt, HCDE Manager of Capital Projects
Phone: (423) 209-5600
Cell: (423) 322-1440
Email: witt_justin@hcde.org

Danny Floyd, HCDE Staff Architect
Phone: (423) 256-5600
Cell: (423) 322-7827
Email: Floyd_d@hcde.org

Harold Thrower, HCDE Supervisor of Mechanical & Electrical Systems
Phone: (423) 256-5600
Cell: (423) 322-7863
Email: thrower_h@hcde.org

Ron Smith, HCDE Supervisor of Buildings & Grounds
Phone: (423) 256-5600
Cell: (423) 883-5465
Email: smith_ron@hcde.org

Mary Wright, HCDE Operations Coordinator
Phone: (423) 209-5608
Cell: (423) 421-6204
Email: wright_mary@hcde.org

John Agan, HC Engineer
Phone: (423) 209-7840
Cell: (423) 315-3840
Email: johna@hamiltontn.gov

Autumn Friday, HC Engineer Project Manager
Phone: (423) 209-7821
Cell: (423) 315-3819
Email: autumnf@hamiltontn.gov



Hamilton County Board of Commissioners RESOLUTION

No. 814-43

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH BILLINGSLEY/ ARCHITECTURE FOR DESIGN OF THE WOLFTEVER ELEMENTARY SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$421,976.00.

WHEREAS, Resolution 714-9 was approved by this Legislative Body, on July 2, 2014 approving Billingsley/Architecture to provide design services for the Wolftever Elementary School addition; and,

WHEREAS, the total amount of the contract shall not exceed \$421,976.00 without approval by the County Commission; and,

WHEREAS, there are sufficient funds available for this project in the County’s line of credit; and,

WHEREAS, this contract will also be signed by a representative of the Hamilton County Department of Education.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to enter into and execute a contract with Billingsley/Architecture to provide design services for the Wolftever Elementary School addition for an amount not to exceed \$421,976.00.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date



July 2, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners RESOLUTION

No. 714-9

A RESOLUTION TO APPROVE ARCHITECTURAL FIRMS FOR THE DESIGN OF ONE NEW SCHOOL AND THREE ADDITIONS TO EXISTING SCHOOLS.

WHEREAS, Resolution 504-17 was approved by this Legislative Body, on May 5, 2004, for the selection of architects relative to the construction of school facilities and, in accordance with the adopted procedures, the County Mayor recommends the firms listed below; and,

WHEREAS, a contract and design fee will be approved by the Hamilton County Commission before design begins.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the following firms are approved to design the designated schools:

ARCHITECT

SCHOOL

**Derthick, Henley & Wilkerson Architects
Franklin Architects
Hefferlin + Kronenberg Architects
Billingsley Architecture**

**New Ganns Middle Valley Elementary
Nolan Elementary School Addition
Sale Creek Middle/High School Addition
Wolftever Elementary School Addition**

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

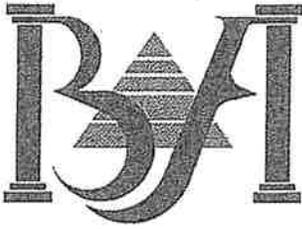
Vetoed:

County Clerk

County Mayor

July 2, 2014

Date



BILLINGSLEY/ARCHITECTURE

Planning
Architecture
Interiors

423.752.0030
Fax 423.752.0035
Suite 600, Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450

August 4, 2014

Mr. John Agan
Engineering Projects Manager
Hamilton County Engineering Department
1250 Market Street, Suite 3050
Chattanooga, TN 37402

RE: Proposal for Architectural & Engineering Services
For an Addition at Wolftever Elementary School

John:

Thank you for the opportunity to provide this proposal to provide architectural and engineering services to the Hamilton County Department of Education and Hamilton County Engineering for the addition proposed for Wolftever Elementary School.

It is my understanding that the addition will be of 25,000 to 30,000 square feet of structure and include an activity room (small gymnasium type space), classrooms, teacher's support areas, and restrooms at a minimum.

Our fees for the project are proposed to be based on a State of Tennessee equation for new construction with no expectation for the need for remodeling nor applying the remodeling factor to the fee structure. Based on this equation and a proposed construction budget of \$5,200,000; the architectural and engineering fees would be \$326,976.

In addition to this fee will be reimbursable expenses. Reimbursable expenses will include the cost for those items typically defined by the American Institute of Architects; i.e. long distance phone calls, copies of documents, postage, etc. For this project the fees for employing the services of a roof consultant, which is an Owner requirement, will be considered as a reimbursable expense also. Due to the expense of the roofing consultant and the expense for a large number of copies of the construction documents required and anticipated, reimbursable expenses \$85,000 and \$10,000 for additional services.

I understand the contract agreement between Billingsley/Architecture and Hamilton County will be the county's standard such agreement.

Please contact me if you have any questions. I appreciate the trust being placed in us and look forward to working with Engineering and the representatives from the Department of Education.

Sincerely,

Steven D. Billingsley, AIA, LEED AP



Hamilton County Board of Commissioners

RESOLUTION

No. 814-44

A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE COUNTY MAYOR OF NETTIE GERSTLE AS DIRECTOR OF ADMINISTRATIVE SERVICES IN THE HEALTH SERVICES DIVISION.

WHEREAS, the Department of Administrative Services oversees the Health Services Division's Accounting, Purchasing, Records Management, Emergency Preparedness, Information Technology, Linguistic Services, Pharmacy, and Health Facilities departments; and,

WHEREAS, the County Mayor has appointed Nettie Gerstle as Director of Administrative Services in the Health Services Division effective August 20, 2014, at salary range 78, annual salary of \$82,011.00; and,

NOW, THEREFORE BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the appointment of Nettie Gerstle as Director of Administrative Services in the Health Services Division is hereby confirmed for salary range 78, annual salary \$82,011.00 as stated above and becoming effective August 20, 2014.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 20, 2014

Date

Nettie Gerstle, RN, MSN, MBA
812 Brynewood Park Ln
Chattanooga, TN 37415
423-521-3072
nettieg@hamiltontn.gov

SUMMARY OF QUALIFICATIONS

Over twenty-two years of management experience; currently have spent the last 14 years in oversight and management of Support Services and Communicable Disease programs in public health. Proficient in county and grant budget preparation and management. Able to analyze information and regulations and distill them to practical and operational protocols and procedures. Effective communication and collaborative skills; able to lead or function well within multidisciplinary and intradepartmental teams.

CAREER HISTORY

- 02/08- present CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT
Communicable Disease Control Program Manager, Senior Public Health Nurse.
Management and oversight of the Epidemiology, Adult/Overseas Travel Immunizations, Immunization Outreach, HIV/AIDS Outreach, TB, and STD programs. Direct supervision of CDC management staff. Media interviews. CQI facilitator as needed for QLT and various teams/workgroups. Serve on various health department committees and county Employee Handbook Committee.
- 11/00 –02/08 CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT
Support Services Program Manager, Senior Public Health Nurse.
Management and oversight of Support Services programs - protocol management, Quality Management, Clinical Nutrition, pre-employment physicals, Adult Health, Breast & Cervical Cancer program, immigration services, prn staffing, credentialing of physicians, dentists and nurse practitioners, and CPR education. Direct supervision of Support Services staff. Quality Leadership Team Leader 1/2005 to 1/2006. Facilitator for QLT and various teams/workgroups as needed. Provided staff education related to programs and policies/protocols as needed. Served on various health department and county committees. On call responsibilities.
- 4/96 – 11/00 CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT
Quality Management Coordinator, Public Health Nurse III.
Implemented and managed the Quality Management program and staff. Developed and coordinated clinical lab policy. CPR coordination and instruction. Coordinated Clinical Services policy and protocol development and revision. Provided staff inservices as needed, orientation and training. Served as a member of the Quality Leadership Team for two years; QLT facilitator. CQI facilitator or Team Leader for various CQI teams.
- 5/95 - 4/96 MEDSHARES HOME CARE Chattanooga, Tennessee
RN (part time/weekend) field nurse.
Reason for leaving: completion of BS degree and acceptance of full time position.
- 6/94 - 5/95 OLSTEN KIMBERLY QUALITY CARE Chattanooga, Tennessee
RN (part time/weekend) case manager. Reason for leaving: moved to a weekend-only position due to school schedule.
- 3/86 - 5/94 HUGULEY HOME HEALTH AGENCY Fort Worth, Texas
12/91 - 5/94 Assistant Director
2/91 - 12/91 Medicare Supervisor
9/90 - 2/91 Medicare Aide Supervisor/Training Coordinator

1/90 - 9/90 RN Case Manager
2/89 - 1/90 Interim Medicare Supervisor
3/86 - 2/89 Relief Medicare Supervisor/Field RN (hospice included)

Reason for leaving: relocated to Tennessee when my husband accepted a position at Southern Adventist University, Collegedale, Tennessee.

2/84 - 3/86 ADVENTIST HOME HEALTH AGENCY Cleburne, Texas
Medicare Supervisor/Field Nurse
Reason for leaving: agency closed.

8/78 - 4/79 LINCOLN REGIONAL CENTER Lincoln, Nebraska
RN Supervisor
Reason for leaving: relocated to Texas when my husband completed his degree.

6/77 - 8/78 PORTER MEMORIAL HOSPITAL Denver, Colorado
RN staff nurse: cardiac unit
Reason for leaving: relocated to Nebraska to continue pursuit of husband's education.

EDUCATION

1/00 - 5/04 SOUTHERN ADVENTIST UNIVERSITY, Collegedale, Tennessee.
Dual degree program: Masters in Business Administration (Health Care Administration) conferred December 2003; Masters of Science in Nursing (Nursing Administration) conferred May 2004.

1994 - 1996 SOUTHERN COLLEGE, Collegedale, Tennessee.
B.S. in Nursing, 1996.

1974 - 1977 SOUTHWESTERN ADVENTIST COLLEGE, Keene, Texas.
Associate Degree in Nursing, 1977.

PROFESSIONAL LICENSURE

Registered Nurse, State of Tennessee, #RN99387, exp.date 9/30/2014

PROFESSIONAL MEMBERSHIP

Southern Health Association, since 2004. Treasurer 2010-2011, Audit Committee Chair x2.
Tennessee Public Health Association, since 1997. Nursing Section Bylaws Committee 2006.
Sigma Theta Tau International Honor Society, since 2002. Southern Adventist University School of Nursing, Rho Iota charter member, 3/02, Treasurer 3/02 - 12/02.
Nursing Honor Society, Southern Adventist University School of Nursing, 1/99 - 3/02, Treasurer 2000-2002.
American Public Health Association, 2000 - 2007.

PERSONAL

Chattanooga North River SDA Church, Treasurer 2011-2013.
Pinnacle Condominium Homeowners, Finance Committee 2009.
Susan G. Komen Breast Cancer Foundation Chattanooga Affiliate Board of Directors, 9/2005-3/2008, Vice-President 2007-2008.
Hamilton County quarter and annual Most Valuable Player awards, 2003.
Hamilton County Certificate of Merit, 1997.
Florence Oliver Anderson Award, Southern College, 1996.



Hamilton County Board of Commissioners RESOLUTION

No. 814-45

A RESOLUTION TO AUTHORIZE THE COUNTY TRUSTEE TO ADVANCE TO CERTAIN COUNTY OFFICERS FUNDS NEEDED TO BEGIN A NEW TERM OF OFFICE.

WHEREAS, upon beginning a new term of office, certain officers of the county that collect fees and pay certain expenses from their fee account have insufficient funds available to properly conduct the business of their office; and

WHEREAS, Tennessee Code Annotated 8-22-108, authorizes the County Trustee, when funds are available in the general fund, upon approval and direction of the county legislative body, to advance to such officers, the necessary funds with which to begin a new term of office, until sufficient excess fees are collected to repay to the County Trustee any and all of the funds so advanced.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED: That the County Trustee is authorized and directed to advance from available funds in the county general fund to the offices of the Circuit Court Clerk, Clerk and Master and Criminal Court Clerk such amounts as are necessary, as agreed upon by said officeholder and the County Mayor, to properly conduct the business of their office as their new term begins. Any and all funds advanced pursuant to this resolution shall be repaid by the officers receiving such advances to the County Trustee for deposit in the county general fund when the officer collects sufficient excess fees to make such repayment.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

Click here to enter a date.

Date