

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO AWARD CONTRACT NO. S-12-009-201 TO CHASE PLUMBING AND MECHANICAL, INC., CARTER STREET REGULATOR SEVENTY-TWO INCH (72”) OVERFLOW CULVERT DEBRIS REMOVAL AND DISPOSAL, INSPECTION, AND MEASUREMENT CONTRACT, IN THE AMOUNT OF ONE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS (\$168,320.00), WITH A CONTINGENCY AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00), FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS (\$188,320.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Public Works be and is hereby authorized to award Contract No. S-12-009-201 to Chase Plumbing and Mechanical, Inc., Carter Street Regulator 72” Overflow Culvert Debris Removal and Disposal, Inspection, and Measurement Contract, in the amount of \$168,320.00, with a contingency amount of \$20,000.00, for an amount not to exceed \$188,320.00.

ADOPTED: \_\_\_\_\_, 2012

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: August 20, 2012

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # \_\_\_\_\_ Council District #

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A City Council resolution is requested to award Contract No.S-12-009-201, Carter Street Regulator 72" Overflow Culvert Debris Removal and Disposal, Inspection and Measurement Contract, to Chase Plumbing and Mechanical, Inc., in the amount of \$168,320.00 with a contingency amount of \$20,000.00 for an amount not-to-exceed \$188,320.00.

Name of Vendor/Contractor/Grant, etc.	<b>Chase Plumbing &amp; Mechanical, Inc.</b>	New Contract/Project? (Yes or No)	No
Total project cost \$	188,320.00	Funds Budgeted? (YES or NO)	Yes
Total City of Chattanooga Portion \$	188,320.00	Provide Fund	6031
City Amount Funded \$	188,320.00	Provide Cost Center	K80116 - 761111
New City Funding Required \$	0	Proposed Funding Source if not budgeted	
City's Match Percentage %		Grant Period (if applicable)	

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)

Agency Grant Number

CFDA Number if known

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by:

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Chase Plumbing & Mechanical, Inc.  
6112 Airways Blvd.  
Chattanooga, TN 37421

**SURETY:**

*(Name, legal status and principal place of business)*

United States Surety Company  
601 S. Figueroa Street, Suite 1600  
Los Angeles, CA 90017

**OWNER:**

*(Name, legal status and address)*

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

**BOND AMOUNT:** \$ Five Percent (5%) of Amount of Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Carter Street Regulator 72" Overflow Culvert  
Debris Removal & Disposal, Inseption and Measurement  
Contract No. S-12-009-201

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(2018601812)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of August, 2012

  
\_\_\_\_\_  
(Witness)

Chase Plumbing & Mechanical, Inc.  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

United States Surety Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Patricia S. Kleehammer, Attorney-in-fact

Init.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mark R. Brock, Dana Fletcher Davis, Dana Keith Davis, Patricia S Kleehammer, Thomas M. Langley, or Cecil R. Vaughan, III of Rossville, Georgia

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Twenty-five Million\*\*\*\*\* Dollars (\$ \*25,000,000.00\* ).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of August 2012

Corporate Seals



[Signature] Jeannie Lee, Assistant Secretary

Bond No. Agency No. 16849

SECTION 00201

CONTRACTOR'S IDENTIFICATION  
(ALL BLANKS MUST BE FILLED. USE N/A AS NECESSARY)

This form shall be attached to the sealed envelope containing the Bid. All prime contractors and contractors for electrical, plumbing, and heating, ventilation, and air conditioning contracts for bids of \$25,000 or more and/or masonry items for \$100,000 or more are required to complete this form pursuant to TCA 62-6-119. Failure to provide all of this information on the sealed envelope shall be considered a non-responsive Bid and shall not be opened or shall automatically disqualify such bid.

BIDDER:

Complete the following for all applicable Electrical, Plumbing, Masonry and Heating, Ventilation, and Air Conditioning Subcontractors: Prime Contractor must fill in space below when performing Electrical, Plumbing, or Heating, Ventilation, and Air Conditioning Sub-Contractor work for any bids of \$25,000 or more; and for Masonry for any bids of \$100,000 for more:

Name: Chase Plumbing & Mechanical, Inc.  
Address: 6112 Airways Blvd.  
P.O. Box 21469 37424  
Chattanooga, TN 37421

Subcontractor: Allsite Contracting, Inc.  
3490 St. Augustine Rd. Jacksonville FL 32207

If TaxID Number (TIN) issued, list below. Otherwise, list Owner's Social Security Number (SSN).

TaxID Number: 32-0101334

Tennessee License No.: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

License Classification: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Tennessee License No.: 00046379

License Registration Date: 8/2000

License Expiration Date: 10-31-2013

Monetary Limit: Unlimited

(\$ \_\_\_\_\_)

Tennessee License No.: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

License Classification: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Classification: CMC:MU-A

Tennessee License No.: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

License Classification: \_\_\_\_\_

CITY OF CHATTANOOGA  
Purchasing Department  
101 E. 11th Street, Suite G13  
Chattanooga, Tennessee 37402

SEALED BID PROPOSAL FOR :

CONTRACT NAME Carter Street Regulator 72" Overflow Culvert  
Debris Removal & Disposal, Inspection and  
Measurement Contract

Contract Number: S-12-009-201

DATE OF SUBMISSION: Thursday, August 16, 2012

LOCATION: City Hall, Purchasing Department  
101 E. 11th Street  
Suite G13  
Chattanooga, TN 37402

TIME: 4:00 p.m.

**Proposal Cost Sheet**

**Carter Street Regulator 72" Overflow Culvert  
Debris Removal & Disposal, Inspection and Measurement**

**S-12-009-201**

**CHATTANOOGA, TENNESSEE**

**DESCRIPTION**

The City of Chattanooga, Water Quality Program is requesting proposals from companies to provide services for the removal and disposal of debris in a 72" CMP Overflow Culvert from the Carter Street CSO Facility. In addition specific investigation information of the existing pipe is included by means of Video Inspection, Sounding Inspection and General Measurements and Notes so as to provide information for a plan to rehabilitate the existing line.

**Proposal Cost**

One hundred sixty eight thousand,  
three hundred twenty dollars.

Total Base \$ 168,320.<sup>00</sup>

*Note: Dollar amounts are to be shown in both words and figures. In case of discrepancy, dollar amounts shown in words will govern.*

Contractor certifies that he has reviewed the Request For Proposal, and that all items of work not specifically listed in the Cost Proposal Schedule are included in the prices for the various items listed on the Cost Proposal Schedule.

BIDDER: Chase Plumbing & Mechanical, Inc. DATE: August 16, 2012

BY: Chris Maxwell (Signature) TITLE: Vice President

ADDRESS: 6112 Airway Blvd.

CITY: Chattanooga STATE: TN ZIP CODE: 37421

TELEPHONE NUMBER: 423 899-7899

## Cost Proposal Schedule

PAY NO.	ITEM	QUANTITY	UNITS	AMOUNT
1	Cleaning, Removal, and Disposal of all materials within the pipe, including capture of all sediment (complete-in-place).	1	Lump Sum	\$ <u>55,544.00</u>
2	Clearing and Grubbing upstream end of pipe for accessing of cleaning & inspection equipment (complete-in-place), including erosion & sediment control.	1	Lump Sum	\$ <u>15,800.00</u>
3	Dewatering during cleaning and Inspection Process (complete-in-place), including erosion & sediment control.	1	Lump Sum	\$ <u>23,450.00</u>
4	Video Inspection of the entire length of the pipe, along the way taking cross-sectional measurements at 50 foot intervals.	1	Lump Sum	\$ <u>8,700.00</u>
5	Sounding Inspection of the entire length of the pipe at 25 Ft. intervals.	1	Lump Sum	\$ <u>9,200.00</u>
6	Safety – All equipment, machines, training, labor, etc. to meet OSHA Confined Space Regulations and shall include lighting, ventilation, & temporary bracing as needed (complete-in-place).	1	Lump Sum	\$ <u>26,000.00</u>
7	Mobilization	1	Lump Sum	\$ <u>29,426.00</u>
			TOTAL COST	\$ <u>168,320.00</u>

## CONTRACT

ARTICLES OF AGREEMENT entered into this 16 day of August 2012, 2008, between the CITY OF CHATTANOOGA, TENNESSEE, hereinafter called the City, and Chase Plumbing & Mechanical, Inc., Contractor, of the City of Chattanooga, State of Tennessee, hereinafter called the Contractor.

ARTICLE I. The Contractor hereby contracts and agrees to furnish all supervision, labor, materials and equipment and execute in a thorough and workmanlike manner, complete in every respect, in accordance with the Drawings, Specifications and other Contract Documents made therefor and hereto attached, and to the satisfaction of the City of Chattanooga, or its successor, all of the Work shown, specified and otherwise required in these contract documents, to-wit:

**Contract No. S-12-009-201**

**Carter Street Regulator 72" Overflow Culvert  
Debris Removal & Disposal, Inspection and Measurement**

ARTICLE II. The prices shown in the Bid Schedule shall be the amount of the compensation to the Contractor for the proper and satisfactory completion of the work specified herein, including all contingencies, in full conformity with the Contract Documents. This compensation shall be full payment for the performance of the work and the furnishing of labor, materials, transportation, supplies, tools, equipment, taxes, employee benefits, incidentals, services, and other items necessary or convenient for completion of the work in a satisfactory and acceptable manner, and within the intent of these Contract Documents.

ARTICLE III. The Contractor agrees that he has informed himself fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

ARTICLE IV. All work and material required under this Contract shall be in such quantities, kinds and qualities, and in such places, and of such dimensions and forms as may be designated by the plans and specifications, or by the working plans provided by the Engineer.

ARTICLE V. The purchase of all materials, the delivery of same, and all incidental expenses which may arise during the construction and finishing of said work above specified, shall be at the sole cost and expense of the Contractor.

ARTICLE VI. All materials which the said Contractor may procure or deliver upon or in the vicinity of said work herein specified to be incorporated in and become a part of said improvement, shall, from the time of such procurement or delivery become the property of the City of Chattanooga, except any surplus which shall remain over the final completion of this Contract.

ARTICLE VII. The Contractor hereunder contracts and agrees to complete the whole of the work contemplated in this Contract in **30 calendar days**. Time of the completion of the work is

the essence of the Contract, and the Contractor is prepared to make completion of the work in such quantity and on such dates as are herein specified, and the parties having agreed, after estimates, that the sum of **one thousand dollars and no cents (\$1,000) per day would be liquidated damages** in case of the Contractor's failure to perform, now, therefore, the aforementioned sum per day, not as a penalty but to be considered and taken as liquidated damages suffered by the City of each day's delay in completion of this Contract.

ARTICLE VIII. It is agreed that the Contractor will not assign, transfer, or sublet the said work or any part thereof without the written consent of the City of Chattanooga.

ARTICLE IX. Estimates shall be made every thirty (30) days during the progress of the work by the Contractor and submitted to the Engineer for his approval. When, in the Engineer's judgment, the estimate shall represent a fair value of such work done in accordance with the provisions of this contract, the Contractor shall be paid ninety-five (95%) percent with five (5%) percent being retained as collateral security, said five (5%) percent to be paid within ninety (90) days after completion of such work or within ninety (90) days after substantial completion of the project for work completed, whichever occurs first.

ARTICLE X. An omission to disapprove the work badly done, at the time of a monthly or other estimate, by the Engineer shall not be construed into an acceptance of any defective work.

All documents bound herein and all other documents not bound herein but given to Contractor in connection with the work shall be and are hereby made a part of this contract. These contract documents shall include, but not be limited to, the following: the Contract, Advertisement for Bids, Instructions to Bidders, Bid Proposal and Proposal Documents, Bid Bond, Performance Bond, Payment Bond, Certificates, General Provisions, Supplementary General Provisions, Specifications, Drawings, Addenda, Change Orders, Notice to Proceed, and Specifications, Drawings, and Engineering Data furnished to the Contractor.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF CHATTANOOGA

\_\_\_\_\_  
City Finance Officer

By: \_\_\_\_\_  
Public Works Administrator

CONTRACTOR

Chase Plumbing + Mechanical, Inc.  
Name

Attest:

Connie C. Hobbs

By: Ch Marshall

Vice President  
Title

CITY FINANCE OFFICER'S CERTIFICATE

I do hereby certify that the funds required to be paid by the City under this contract have been appropriated or a loan authorized and have been encumbered and will be available as needed for payment.

This \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
City Finance Officer

CITY ATTORNEY'S APPROVAL

This contract approved as to form and legality this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Chase Plumbing & Mechanical, Inc. 6112 Airways Blvd. Chattanooga, TN, a  
Name and Address of Contractor

Corporation of the State of Tennessee,  
Corporation, Partnership, or Individual

the "Principal," and United States Surety Company 601 S. Figueroa St.  
Name and Address of Surety

Suite 1600 Los Angeles, CA 90017, the "Surety," are held and firmly bound unto the  
City of Chattanooga, Tennessee (the "Owner") existing under and by virtue of the laws of  
the State of Tennessee, The Engineer, and their agents and employees in the sum of

Eight thousand five hundred dollars.  
(\$ 8,500.00)

of the United States, for the payment of which sum in lawful money of the United States  
well and truly to be made we do hereby bind ourselves, our heirs, executors,  
administrators, successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a  
certain Contract with the Owner, dated as of the 16<sup>th</sup> day of  
August, 2017, which is by reference incorporated in and made a  
part hereof as fully as if copied here verbatim, for the following work:

**Contract No. S-12-009-201**

**Carter Street Regulator 72" Overflow Culvert  
Debris Removal & Disposal, Inspection and Measurement**