RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DEPARTMENT OF GENERAL SERVICES TO ENTER INTO AN AGREEMENT WITH JDH COMPANY, INC. FOR THE REMOVAL AND REPLACEMENT OF THE FRONT PORCH, TWO MAIN HALL ROOFS, AND TWO REAR STAIRWELL ROOFS AT THE SOLDIERS AND SAILORS MEMORIAL AUDITORIUM, IN THE AMOUNT OF THREE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED NINETY-TWO DOLLARS ($352,992.00), WITH A CONTINGENCY AMOUNT OF SEVENTEEN THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS ($17,647.00), FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS ($370,569.00).

_____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Department of General Services to enter into an agreement with JDH Company, Inc. for the removal and replacement of the front porch, two main hall roofs, and two rear stairwell roofs at the Soldiers and Sailors Memorial Auditorium, in the amount of $352,992.00, with a contingency amount of $17,647.00, for a total amount not to exceed $370,569.00.

ADOPTED: _____, 2013

/mms

City of Chattanooga

Resolution/Ordinance Request Form

Date Prepared: 5/15/2013

Preparer: Thaddeus Oliver **Department:** General Services

Brief Description of Purpose for Resolution/Ordinance: **Res./Ord. #** _____ **Council District #** 7

A resolution authorizing the Director of General Services to enter into an agreement with JDH Company, Incorporated for for the replacement of three roofs at Soldiers and Sailors Memorial Auditorium for an amount of Three Hundred Fifty-Two Thousand Nine Hundred Ninety-Two Dollars ($352,992.00) with a contingency amount of seventeen thousand six hundred and forty-seven dollars ($17,647.00), with a total amount not to exceed three hundred seventy thousand five hundred and sixty-nine dollars ($370,569.00).

Name of Vendor/Contractor/Grant, etc.	JDH Company, Inc.	New Contract/Project? (Yes or No)	YES
Total project cost	$ $370,569.00	Funds Budgeted? (YES or NO)	YES
Total City of Chattanooga Portion	$ $370,569.00	Provide Fund	4018
City Amount Funded	$ $370,569.00	Provide Cost Center	M20101
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: _____

Reviewed by: FINANCE OFFICE DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: October, 2011

Questions? Contact Finance Department . 423.757.5232

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Second day of April in the year Two Thousand and Thirteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Chattanooga
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

and the Contractor:
(Name, legal status, address and other information)

JDH Company, Inc.
1133 East Main Street
Chattanooga, TN 37408

for the following Project:
(Name, location and detailed description)

Memorial Auditorium Re-Roof
Memorial Auditorium
399 McCallie Avenue
Chattanooga, TN

The Architect:
(Name, legal status, address and other information)

Franklin Associates Architects
142 North Market Street
Chattanooga, TN 37405

FAAI Project No. 6600

The Owner and Contractor agree as follows.

This 36,320 s.f. re-roofing project contains the work necessary to remove the existing multi-layered roof and replace it with new insulation and a TPO roofing membrane. This work includes the re-roofing of the 2,150 s.f. front porch and the two 622 s.f. rear stairwells. This fee excludes the 5,780 s.f. stage area, which was recently roofed in 2009.

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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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User Notes:

(1466786133)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Contractor agrees to begin Work on site within fourteen (14) days after the Start Date established in the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The Completion date for this project shall be June 28, 2013.

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Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Twenty Four Thousand Five Hundred Eighty Five Dollars and Zero Cents ($ 324,585.00), subject to additions and deductions as provided in the Contract Documents. (This sum includes deductions for Alternates 01 and 02 totaling $28,337.00.)

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 01 - Deduct $27,837.00
Alternate No. 02 - Deduct $ 500.00

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Allowance No. 01	$ 1,250.00
Allowance No. 02	$ 1,750.00
Allowance No. 03	$ 288.00
Allowance No. 04	$ 408.00
Allowance No. 05	$ 436.00
Allowance No. 06	$ 12,500.00
TOTAL	$16,632.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the

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following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Interest Rate shall be the Treasury Bill rate on th first day of the month plus 2%.

§ 8.3 The Owner's representative:
(Name, address and other information)

City of Chattanooga
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

§ 8.4 The Contractor's representative:
(Name, address and other information)

JDH Company, Inc.

Init.

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(1466786133)

1133 East Main Street
Chattanooga, TN 37408

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 70 00	General and Supplementary Conditions	23 Jan. 2013	11

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See Attachment A - Specifications Table of Contents

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Drawings are listed on the Cover Sheet of the Drawings

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

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User Notes:

(1466786133)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Attachment A - Specification Table of Contents

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)

This Agreement entered into as of the day and year first written above.

CITY OF CHATTANOOGA	JDH Company, Inc.
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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User Notes:

Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:08:20 on 05/02/2013.

PAGE 1

AGREEMENT made as of the Twenty-Second day of April in the year Two Thousand and Thirteen

...

City of Chattanooga
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

...

JDH Company, Inc.
1133 East Main Street
Chattanooga, TN 37408

...

Memorial Auditorium Re-Roof
Memorial Auditorium
399 McCallie Avenue
Chattanooga, TN

...

Franklin Associates Architects
142 North Market Street
Chattanooga, TN 37405

FAAI Project No. 6600

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This 36,320 s.f. re-roofing project contains the work necessary to remove the existing multi-layered roof and replace it with new insulation and a TPO roofing membrane. This work includes the re-roofing of the 2,150 s.f. front porch and the two 622 s.f. rear stairwells. This fee excludes the 5,780 s.f. stage area, which was recently roofed in 2009.

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PAGE 2

The Contractor agrees to begin Work on site within fourteen (14) days after the Start Date established in the Notice to Proceed.

...

The Completion date for this project shall be June 28, 2013.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Twenty Four Thousand Five Hundred Eighty Five Dollars and Zero Cents ($ 324,585.00), subject to additions and deductions as provided in the Contract Documents. (This sum includes deductions for Alternates 01 and 02 totaling $28,337.00.)

...

Alternate No. 01 - Deduct $27,837.00
Alternate No. 02 - Deduct $ 500.00

...

Allowance No. 01		$ 1,250.00
Allowance No. 02		$ 1,750.00
Allowance No. 03		$ 288.00
Allowance No. 04		$ 408.00
Allowance No. 05		$ 436.00
Allowance No. 06		$ 12,500.00
	TOTAL	$16,632.00

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 4

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

PAGE 5

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[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...

~~%~~ Interest Rate shall be the Treasury Bill rate on th first day of the month plus 2%.

...

City of Chattanooga
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

...

JDH Company, Inc.
1133 East Main Street
Chattanooga, TN 37408

PAGE 6

00 70 00	General and Supplementary Conditions	23 Jan. 2013	11

...

See Attachment A - Specifications Table of Contents

...

Drawings are listed on the Cover Sheet of the Drawings

PAGE 7

Attachment A - Specification Table of Contents

...

CITY OF CHATTANOOGA	JDH Company, Inc.
_____	_____

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User Notes: (1466786133)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:08:20 on 05/02/2013 under Order No. 0214701980_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (1466786133)

franklin | architects

142 N Market St. PO Box 4048 Chattanooga TN 37405

423.266.1207

April 4, 2013

Ms. Artie Prichard
City of Chattanooga Purchasing Department
101 East 11th Street, Suite G 13
Chattanooga, TN 37402

Re: Letter of Recommendation for Low Bidder

Partial Re-roofing of Memorial Auditorium
399 McCallie Avenue
Chattanooga, TN 37402

Ms. Prichard:

Four sealed bids were received and opened in public in the conference room of the City of Chattanooga Purchasing Department for the subject Project on March 28, 2013. Each received bid included a Base Bid and two Deductive Alternate Bids as requested in the Advertisement.

The lowest bid for the Base Bid and for all combinations of Base Bid and Alternate Bids was received from JDH Company, Inc., 1133 E. Main Street, Chattanooga, TN 37408.

Therefore, we recommend that JDH Company, Inc. be awarded the Contract for this Project when the decision is made regarding whether to accept the Base Bid alone or the combination of Base Bid and the Deductive Alternate Bids.

Sincerely,

Matthew T. Twitchell
Vice-President

Attachment A

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PROJECT: Memorial Auditorium Re-Roof
ARCHITECT: Franklin Architects
ARCHITECT PROJECT NO. 6600

BID TABULATION

DATE: March 28, 2013
TIME: 2:00 p.m.
PLACE: City Purchasing Dept.

	Bidder No. 01	Bidder No. 02	Bidder No. 03	Bidder No. 04	Bidder No. 05	Bidder No. 06	Bidder No. 07
	JD Helton	JDH	Parris	TBM	No Bid	No Bid	No Bid
	(No Subs)	(No Subs)	(No Subs)	(No Subs)			
	Lic #	Lic#	Lic#	Lic#			
Lump Sum Base Bid for All Work	$ 408,728.00	$ 352,922.00	$ 490,748.00	$ 359,318.00			
Contract Time	compl 6/28/13	compl 6/28/13	compl 6/28/13	compl 6/28/13			
Allowance No. 01	$ 3,700.00	$ 1,250.00	$ 1,613.00	$ 3,500.00			
Allowance No. 02	$ 4,000.00	$ 1,750.00	$ 2,100.00	$ 4,000.00			
Allowance No. 03	$ 1,248.00	$ 288.00	$ 782.00	$ 960.00			
Allowance No. 04	$ 1,344.00	$ 408.00	$ 1,051.00	$ 1,080.00			
Allowance No. 05	$ 500.00	$ 436.00	$ 350.00	$ 300.00			
Allowance No. 06	$ 12,000.00	$ 12,500.00	$ 13,966.00	$ 12,000.00			
Deduct Alternate No. 01	$ 32,000.00	$ 27,837.00	$ 24,791.00	$ 20,492.00			
Deduct Alternate No. 02	$ 1,400.00	$ 500.00	$ 893.00	$ 1,409.00			

ADDENDUM TO AIA DOCUMENT A101

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR - 2007 EDITION

THIS ADDENDUM to the Contract between JDH Company, Inc. (hereinafter "Contractor"), and the CITY OF CHATTANOOGA (hereinafter "City"), executed contemporaneously herewith, change certain provisions of AIA Document A101, Standard Form of Agreement Between Owner and Contractor, 2007 Edition (hereafter "AIA-A101") and add or amend provisions as specified herein. Except to the extent hereby modified, the remaining portions of AIA-A101 shall remain in full force and effect; however, to the extent any provisions of this Addendum conflict with AIA-A101, the Addendum shall control. The changes and additions are as follows:

1. Subsections 6.1 and 6.2 are deleted in their entirety and the following is substituted in lieu thereof:

> § 6.1 Claims, disputes or other matters in question between the parties to this Agreement or breach thereof shall be subject to mediation in Chattanooga, Tennessee, by a mediator mutually acceptable to the parties. The parties agree to share equally in the expenses of mediation.
>
> § 6.2 Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
>
> § 6.3 Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

2. Section 8.6 of AIA-A101 is deleted in its entirety and is replaced with the following:

> § 8.6 Contractor's Responsibilities

§ 8.6.1 Contractor shall provide the professional services as set forth in this Agreement.

§ 8.6.2 Contractor shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 8.6.3 Except with the Owner's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to this Project.

§ 8.6.3 The Contractor shall maintain the following insurance for the duration of this Agreement.

1) General Liability

   $1,000,000

2) Automobile Liability

   $1,000,000

3) Workers' Compensation

   $500,000 each occurrence

4) Professional Liability

   $1,000,000

§ 8.6.4 The Contractor's responsibility for negligent acts or omissions shall continue for four (4) years following the Substantial Completion date.

§ 8.6.5 The Contractor shall maintain a record of the applications and certificates for payment.

§ 8.6.6 The Contractor shall maintain a record of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 8.6.7 The Contractor shall maintain records relative to changes in the Work.

3. New subsections 8.7, 8.8, 8.9 and 8.10 shall be added as follows:

§ 8.7 Audit Provisions – The City or its assigns may audit all financial and related Contractor records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out-of-pocket expenses, materials, goods and equipment claimed by the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

The Contractor shall, at all times during the term of the contract or agreement and for a period of seven (7) years after the end of the contract, as required by MTAS Records Retention Manual adopted by the Owner, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

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

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

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

§ 8.9 The Contractor shall maintain errors and omissions insurance at all times this Agreement is in effect. Coverage shall be in the minimum amount of One Million ($1,000,000.00) Dollars and shall contain an endorsement providing thirty (30) days' notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to Owner's attorney.

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

4. Section 10 is deleted in its entirety and the following is substituted in lieu thereof:

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

Payment Bond in the amount of One Hundred Percent (100%) of the Contract Sum

Performance Bond in the amount of One Hundred Percent (100%) of the Contract Sum

THIS ADDENDUM was executed this _____ day of _____, 2013.

CITY OF CHATTANOOGA

BY: _____

JDH COMPANY, INC.

BY: _____