

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO AWARD CONTRACT NO. F-14-001-201 TO B&W CONTRACTORS, INC. D/B/A CHEROKEE CONSTRUCTION COMPANY, FIRE STATION NO. 11 (HIXSON), IN THE AMOUNT OF ONE MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED FIVE DOLLARS (\$1,868,105.00), WITH A CONTINGENCY AMOUNT OF ONE HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$186,800.00), FOR AN AMOUNT NOT TO EXCEED TWO MILLION FIFTY-FOUR THOUSAND NINE HUNDRED FIVE DOLLARS (\$2,054,905.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that the Administrator for the Department of Public Works is hereby authorized to award Contract No. F-14-001-201 to B&W Contractors, Inc. d/b/a Cherokee Construction Company, Fire Station No. 11 (Hixson), in the amount of \$1,868,105.00, with a contingency amount of \$186,800.00, for an amount not to exceed \$2,054,905.00.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: April 30, 2015

Preparer: Dennis Malone

Department: Public Works - Parks

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # \_\_\_\_\_ Council District # 3

A City Council resolution is requested to award Contract No. F-14-001-201, Fire Station No. 11 (Hixson), to B & W Contractors Inc, dba Cherokee Construction Co., in the amount of \$1,868,105.00 with a contingency amount of \$186,800.00 for a not-to-exceed amount of \$2,054,905.00.

Name of Vendor/Contractor/Grant, etc.	<u>B &amp; W Contractors Inc., dba Cherokee Construction Co.</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>2,054,905.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>2,054,905.00</u>	Provide Fund	<u>4011</u>
City Amount Funded \$	<u>2,054,905.00</u>	Provide Cost Center	<u>J 30126</u>
New City Funding Required \$	_____	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	_____	Grant Period (if applicable)	_____

### List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
_____	_____
_____	_____
_____	_____

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

**City of Chattanooga Purchasing Department**  
**Bid Tabulation Form**  
**Project Name: Fire Station #11 (Hixson) Architect Project Number : 12067.2**  
**Contract No. F-14-001-201**  
**Bid Open Date: Thursday, February 12th @2:00 P.M. (E.S.T.)**

Turn in time:				
	Bid GC 01	Bid GC 02	Bid GC 03	Bid GC 04
All bids submitted are reflected on this bid tab. However, the listing of a bid should not be construed as any indication that the City accepts such bid as responsive. The City will notify the successful bidder upon reward of contract.		<b>Disqualified by Purchasing for failure to provide Contractor information for Geo-thermal Contractor on outside of envelope at time of bid.</b>	<b>Apparent Best Qualified Bidder</b>	

<b>Bid Envelope Items:</b>				
<b>GC - Bidder Name (as licensed)</b>	<b>Sain Construction</b>	<b>Construction Consultants</b>	<b>B &amp; W Contractors Inc. dba Cherokee Construction Co</b>	
<b>GC - Bidder Address</b>	713 Vincent Street, Manchester, TN 373555	1416 Fort Street, Chattanooga, TN 37402	3504 Overlook Drive NE, Cleveland, TN 37312	
<b>GC - Name of Project</b>	Hixson Fire Hall #11	Hixson Fire Hall #11	Hixson Fire Hall #11	
<b>GC - License # &amp; State of Reg.</b>	6700, TN	20042, TN	18423, TN	
<b>GC - License Classification</b>	BD;MU-A(2,3);B;HRA-C;E(5);LMC	BC-A;B	BC-A; B;E;CE;BC-C;BC;HC;HRA;MU;CE	
<b>GC - License Amount</b>	unlimited	unlimited	unlimited	
<b>GC - License Expiration Date</b>	5/31/2016	5/31/2016	11/30/2015	
<b>GC - Major Sub Contractors</b>				
Sub - Electrical (<25k)	Adman Electric	City Electric	Adman Electric	
Sub - Mechanical (<25k)	Modern Heating & Air	Modern Heating & Air	JDC Mechanical	
Sub - Plumbing (<25k)	Damron Plumbing	David Smith Plumbing	The Plumbing Shop	
Sub - Masonry (<100k)				
(each subcontractor must have license classification, license number and expiration date)				

	Bid GC 01	Bid GC 02	Bid GC 03	Bid GC 04
<b>BID ITEMS INCLUDED:</b>				
BID FORM(Y/N):	Y	Y	Y	Y
EXECUTED 5% BID BOND(Y/N):	Y	Y	Y	Y
BIDDER QUALIFICATION:	Y	Y	Y	Y
CONTR. IDENTIFICATION (NR):				
AFFIDAVIT OF NON COLL(Y/N):	Y	Y	Y	Y
DRUG FREE WORKPLCE (Y/N):	Y	Y	Y	Y
ALTERNATIVES (NR):				
ADDENDUM 1-6 (Y/N):				
TOTAL WORKING DAYS:				
<b>TOTAL BASE BID:</b>				

<b>ALTERNATES:</b>				
Power Compacted Concrete Paving	\$ (70,000.00)	\$ (62,000.00)	\$ (87,633.00)	
<b>TOTAL ALTERNATES:</b>	\$ (70,000.00)	\$ (62,000.00)	\$ (87,633.00)	

<b>BID SUMMARY:</b>				
<b>Building Cost</b>	\$ 2,004,300.00	\$ 1,780,000.00	\$ 1,778,052.00	
<b>Roadway Cost</b>	\$ 256,200.00	\$ 220,000.00	\$ 216,596.00	
<b>TOTAL BASE BID:</b>	\$ 2,260,500.00	\$ 2,000,000.00	\$ 1,994,648.00	
<b>TOTAL ALTERNATES:</b>	\$ (70,000.00)	\$ (62,000.00)	\$ (87,633.00)	
<b>Deduct</b>		\$ (50,000.00)		
<b>TOTAL BID:</b>	\$ 2,190,500.00	\$ 1,888,000.00	\$ 1,907,015.00	

<b>Value Engineering Items</b>		<b>Total Deduct</b>
Change concrete sealer to Dayton Superior Ultra Seal EF	Yes	\$ (20,260.00)
Change Kitchen Cabinet Doors	Yes	\$ (2,415.00)
Roadway - Quantities adjustment	Not at this time	\$ -
Asphalt Paving - Delete Primer	No	\$ -
Truck Bay 021 Flooring System change	Yes	\$ (11,635.00)
Overhead Doors: Change to uninsulated panels	No	\$ -
Centria Wall Panels: Use 22 ga. CS260 in lieu of 20 ga.	Yes	\$ (1,100.00)
Centria Wall Panels: Use standard two coat color on CS260 panels	Yes	\$ (3,500.00)
<b>Total Deducts Accepted</b>		\$ (38,910.00)

See attached backup documentation **Revised Contract Amount: \$ 1,868,105.00**

## Malone Dennis

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**From:** Mumpower Bonnie  
**Sent:** Thursday, April 30, 2015 9:51 AM  
**To:** Malone Dennis  
**Subject:** FW: Agreed reductions in cost from VE  
**Attachments:** Value Engr -1.pdf

Okay, so do we award and proceed with executables??

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**From:** Ogle Alan  
**Sent:** Thursday, April 30, 2015 9:34 AM  
**To:** Mumpower Bonnie  
**Subject:** FW: Agreed reductions in cost from VE

Bonnie,

Attached are the results from the value engineering meeting for Fire Hall #11. What else do we need to go to Council?

Thanks,

Alan

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**From:** Terry Barker [<mailto:TWBarker@riverstreetarchitecture.com>]  
**Sent:** Wednesday, April 29, 2015 5:09 PM  
**To:** Ogle Alan  
**Subject:** FW: Agreed reductions in cost from VE

Sorry about that. I just now figured out that my Outlook pulled up your old address.  
To make it worse, I never got an "undeliverable" notice so your old account must still be active.  
Anyway, here it is with my apologies.  
Best regards,  
Terry

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**From:** Terry Barker  
**Sent:** Tuesday, April 21, 2015 4:09 PM  
**To:** 'Alan Ogle ([aogle@thompsonengineering.com](mailto:aogle@thompsonengineering.com))'  
**Cc:** 'leslie@cherokeeconst.com'  
**Subject:** Agreed reductions in cost from VE

Alan,

The reductions taken from the value engineering offerings are as follows and are numbered as in the attached proposal letter:

1.Change concrete sealer	\$20,260
2.Change kitchen cabinet doors	\$ 2,415
3.Not Accepted	
4.Dlete paving prime coat	\$ 2,000
5.Change truck bay flooring finish	\$11,635
6.Safety photo eye	\$ 1,176

7.Cetria metal wall panels in standard colors  
**Total of accepted reductions**

\$ 4,600  
**\$42,086**

**Terry W. Barker**  
Architect/ Senior Partner

**River Street Architecture, LLC**  
714 Cherry Street  
Chattanooga, TN 37402  
(o) 423.634.0806 (m) 423.432.3734

B&W Contractors, Inc., D.B.A.

*Cherokee Construction Company*

P.O. box 3385  
Cleveland, TN 37320-3385  
Phone: 423-472-1474  
Fax: 423-479-9889

4/1/2015

Re: Hixson Fire Station #11

6418 Hixson Pike

Hixson, TN

Contract No. F-14-000-201

Re: Cost Savings for Project

1. Sprayloc Concrete Sealer

Cost interior =	9,870.00
Cost Exterior =	<u>18,750.00</u>
Total Sprayloc=	28,620.00
Change to Dayton Superior Ultra Seal EF	<u>8,360.00</u>
Cost Savings =	20,260.00 ✓

2. Cabinets: Take out special doors

Detail 10 tall doors sheet A7.1

Detail 11 food locker doors A7.1

Cost Saving=	2,415.00 ✓
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3. Roadway – quantities are off.

On unit prices for the roadway see item #2.

Roadway is approx. 16,000 S.F with 12”

Cement-treated subgrade is only 1,770 SY

Deduct 1630 SY @ 10.39 =

Cost savings:

16,935.70

*talk to Lew  
i soils eng.  
about about  
wait until road cut  
& see what gotech  
says - may not be*

4. Asphalt Paving:

Delete prime coat

Cost Savings:

2,000.00 *bulk to sum*

5. Truck Bay 021 Flooring System change to the following:

System: Dur-A-Flex, Inc

Glaze #4 W.B. Primer

Dur-A-Guard 100% solids-Intermediate

ArmorTop CRU

Color to be Selected

Light Skid-Resistant finish

Cost Savings;

11,635.00 ✓

6. Overhead Doors:

Change to non insulated panels and ¼" glass

Rather than ½" thick insulated clear tempered glazing

Cost Savings:

Change to safety photo eyes on the electric operator rather than an electric safety edge

Cost Savings:

4,688.00

1,176.00 ✓

7. Centria Wall Panels:

Use 22ga. CS260 panels in lieu of 20ga.

Cost Savings:

Use standard 2 coat color on CS260 panels.

Cost Savings:

1,100.00 ✓

3,500.00 ✓

Total Savings:

63,709.70

CIVIL BID FORM

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID \_\_\_\_\_ (\$ \_\_\_\_\_)  
(use words) (figures)

And,

Alternate 1 (add) (deduct) \_\_\_\_\_ (\$ \_\_\_\_\_)

1.02 UNIT PRICES – The undersigned Bidder hereby proposes the following UNIT PRICES as described below and in the Specification Sections shown for the purpose of calculating additions to, or deductions from, the Contract Sum.

The undersigned Bidder acknowledges that the Base Bid includes and assumes:

(1) Concrete – 4" Sidewalk (03 30 00)	415 sy	\$ 8.00 /sy	\$ 3,320.00
(2) Cement-Treated Subgrade (32 11 14)	3,400 e/sy	\$ 10.39 /e/sy	\$ 35,326.00
(3a) Undercutting Unsuitable Materials (31 20 00)	1,700 cy	\$ 7.00 /cy	\$ 11,900.00
(3b) Backfill (replacement with offsite material) of Unsuitable Materials (31 20 00)	1,700 cy	\$ 7.00 /cy	\$ 11,900.00
(4) Rock Excavation (31-20 00)	200 cy	\$ 125.00 /cy	\$ 25,000.00
(5) Asphalt Pavement (32 12 17)	1,260 sy	\$ 49.35 /sy	\$ 62,181.00
(6) RCC Heavy-Duty (HD) (32 13 13.16)	1,180 sy	\$ N/A /sy	\$ N/A
(7) RCC Light-Duty (LD) (32 13 13.16)	280 sy	\$ N/A /sy	\$ N/A
(8) Curb & Gutter (32 16 00)	967 lf	\$ 20.00 /lf	\$ 19,340.00
(9) Mountable Curb (32 16 00)	746 lf	\$ 16.00 /lf	\$ 11,936.00
(10) Sanitary Sewer Manholes (33 05 13)	2 ea	\$ 850.00 /ea	\$ 1,700.00
(11) San. Sewer – 8" PVC (33 31 00)	168 lf	\$ 35.00 /lf	\$ 5,880.00
(12) San. Sewer – 6" Service Line (33 31 00)	190 lf	\$ 20.00 /lf	\$ 3,800.00
(13) Storm Piping – 18" RCP (33 41 00)	64 lf	\$ 49.20 /lf	\$ 3,148.80
(14) Storm Structures – Curb Inlets (33 49 00)	2 ea	\$ 2,255 /ea	\$ 4,510.00

Total of Estimated Unit Price Work: One hundred ninety-nine thousand,  
nine hundred forty-one and 80/100 dollars (\$ 199,941.80)

## TECHNICAL DATA SHEET

### DESCRIPTION

Ultra Seal EF is an Earth Friendly (EF) acrylic, non-yellowing concrete sealer that may contribute to LEED Credits. The Ultra Seal EF formula is low odor and contains VOC < 100 g/L, making it VOC compliant in all areas. The Ultra Seal EF is designed to seal, protect and add an attractive gloss to existing concrete and decorative concrete surfaces. Ultra Seal EF is bluish resistant and has good resistance to common chemicals such as motor oil, antifreeze, vinegar and bleach.

### USE

Ultra Seal EF can be used on all existing concrete and decorative concrete surfaces where a glossy, film forming sealer is desired. Ultra Seal EF is non-yellowing making it suitable for both interior and exterior applications. This ultra low VOC sealer can be used in all VOC restricted areas in the United States and Canada.

### FEATURES

- May Contribute to LEED Credits
- Earth Friendly (EF)
- VOC Compliant in All Regions
- Resists Blushing, Hazing or Whitening
- Ultra UV Stable, Non-yellowing
- Attractive Gloss Finish
- High End Decorative Appearance
- Low Odor
- Excellent Weatherability
- Easy Spray/Roll Application
- Non-Flammable
- Safe to Use & Store

### PROPERTIES

Dry Time: Approximately 2-3 hours @ 70°F (21°C) for recoating or light foot traffic. Wait 12 hours for heavy traffic. Dry time is temperature, humidity and wind dependent

Moisture Vapor Transmission, ASTM D1653 A: 40 g/sq m /24 hours

Accelerated Weathering: ASTM G53: Non-Yellowing after 4000 Hours QUV

### CHEMICAL RESISTANCE

Results based upon lab testing for splash, spillage and intermittent contact. Clean up all contaminants as soon as possible to avoid staining. A mock up sample is recommended to determine suitability of resistance for any particular application.

### REAGENT - Stain Resistance (One Hour Exposure)

Ketchup	Excellent (no effect)
Mustard	Excellent (no effect)
"Kool-Aid"	Excellent (no effect)
Grape Juice	Excellent (no effect)
Coffee	Excellent (no effect)
Chocolate Syrup	Excellent (no effect)
Tincture of Iodine	Poor
Coal Tar	Poor

### Chemical Resistance - (One Hour Exposure with no Evaporation)

Used Motor Oil	Excellent (no effect)
DI Water	Excellent (no effect)
10% Sodium Hydroxide	Excellent (no effect)
10% Sodium Chloride	Excellent (no effect)
10% Calcium Chloride	Excellent (no effect)
3% Trisodium Phosphate	Excellent (no effect)
10% Ammonia	Excellent (no effect)
10% Hydrochloric Acid	Fair
Brake Fluid	Poor
100 proof alcohol	Poor
Gasoline	Poor
Skydrol	Poor

### COLOR:

Milky white liquid that dries clear.

### VOC

Actual VOC = 95 g/L. Compliant with all Canadian and U.S. VOC regulations for sealers including Federal EPA, OTC, LADCO, SCAQMD & CARB.

### ESTIMATING GUIDE

200 - 300 sq. ft./gallon (4.9-7.4 sq m/L) per application, 2 applications recommended.

### PACKAGING

ITEM #	PACKAGE	SIZE	
		Gallons	Liters
309454	Jug (36 min.)	1	3.79
309453	Pail	5	18.93
309455	Drum	55	208.20

# Ultra Seal EF

Earth Friendly Concrete Sealer

TECHNICAL DATA SHEET  
CONTINUED

Sec  
11  
Sealers

## STORAGE

KEEP FROM FREEZING. Shelf life is 18 months from date of manufacture in original unopened containers.

## APPLICATION

**Surface Preparation:** Substrates should be clean, free of all debris and contaminants and thoroughly dry. Newly placed concrete, toppings or overlays must be cured 24-48 hours from time of completed installation, depending on ambient conditions, substrate and mix design. Longer curing times are required in cool, damp conditions. Concrete curing compounds, if used, must be removed prior to application of sealer. Extremely slick, dense substrates may require abrasion prior to application to achieve adequate adhesion of sealer.

**Mixing:** Ultra Seal EF should be thoroughly mixed prior to application. Do not thin or dilute.

**Placement:** Apply the Ultra Seal EF by brush, roller or spray. For improved application consistency and reduction in labor, use the Dayton Spray-Pro (Item # 309233 or 309232) power spray system. Uniformly apply the Ultra Seal EF at 200 -300 sq. ft./gallon (4.9- 7.4 sq m/L) per application. Allow the Ultra Seal EF to dry then uniformly apply a second coat of sealer at the same coverage rate. Ensure application is uniform and a complete film over the entire surface has been achieved. Do not apply the sealer applications too heavy or too light per coat. Light coats do not form a complete film, while heavy coats will extend the dry time and could discolor or peel. In general, two light mist coats are more effective than one heavy single coat. Re-application can take place as soon as the previous coat has dried. Protect the application from rain, snow or excessive moisture for 24 hours.

## CLEAN UP

Clean tools, equipment and wet material with clean water. Dried material may be removed with Dayton Superior's Green Bean Clean.

## LIMITATIONS

### FOR PROFESSIONAL USE ONLY

Minimum ambient and surface temperature for application is 45°F (7.2°C) during application and for a minimum of 24 hours after application.

Do not apply if rain, snow or excessive moisture is expected during application or within 24 hours after application.

Do not use as a wear layer for heavy traffic areas as black tire marking and premature failure could occur.

Will interfere with the adhesion of sealants, thus avoid spraying Ultra Seal EF into a joint prior to installation of sealant.

Not for use under resinous (epoxy, polyester, urethane, etc.) coatings.



## PRECAUTIONS

### READ MSDS PRIOR TO USING PRODUCT

- Use with adequate ventilation
- Wear protective clothing, gloves and eye protection (Goggles, Safety Glasses and/or Face Shield)
- Keep out of the reach of children
- Do not take internally
- In case of ingestion, seek medical help immediately
- May cause skin irritation upon contact, especially prolonged or repeated. If skin contact occurs, wash immediately with soap and water and seek medical help as needed
- If eye contact occurs, flush immediately with clean water and seek medical help as needed
- Dispose of waste material in accordance with federal, state and local requirements

## MANUFACTURER

Dayton Superior Corporation  
1125 Byers Road  
Miamisburg, OH 45342  
Customer Service: 888-977-9600  
Technical Services: 866-329-8724  
Website: [www.daytonsuperior.com](http://www.daytonsuperior.com)

## WARRANTY

Dayton Superior Corporation ("Dayton") warrants for 12 months from the date of manufacture or for the duration of the published product shelf life, whichever is less, that at the time of shipment by Dayton, the product is free of manufacturing defects and conforms to Dayton's product properties in force on the date of acceptance by Dayton of the order. Dayton shall only be liable under this warranty if the product has been applied, used, and stored in accordance with Dayton's instructions, especially surface preparation and installation, in force on the date of acceptance by Dayton of the order. The purchaser must examine the product when received and promptly notify Dayton in writing of any non-conformity before the product is used and no later than 30 days after such non-conformity is first discovered. If Dayton, in its sole discretion, determines that the product breached the above warranty, it will, in its sole discretion, replace the non-conforming product, refund the purchase price or issue a credit in the amount of the purchase price. This is the sole and exclusive remedy for breach of this warranty. Only a Dayton officer is authorized to modify this warranty. The information in this data sheet supersedes all other sales information received by the customer during the sales process. THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, TRADE OR OTHERWISE.

Dayton shall not be liable in contract or in tort (including, without limitation, negligence, strict liability or otherwise) for loss of sales, revenues or profits; cost of capital or funds; business interruption or cost of downtime, loss of use, damage to or loss of use of other property (real or personal); failure to realize expected savings; frustration of economic or business expectations; claims by third parties (other than for bodily injury), or economic losses of any kind; or for any special, incidental, indirect, consequential, punitive or exemplary damages arising in any way out of the performance of, or failure to perform, its obligations under any contract for sale of product, even if Dayton could foresee or has been advised of the possibility of such damages. The Parties expressly agree that these limitations on damages are allocations of risk constituting, in part, the consideration for this contract, and also that such limitations shall survive the determination of any court of competent jurisdiction that any remedy provided in these terms or available at law fails of its essential purpose.

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