

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO ENTER INTO AND EXECUTE A CONTRACT WITH RUSSO CORPORATION FOR COMPACTION GROUTING SOIL STABILIZATION SERVICES AT THE CHATTANOOGAN HOTEL FOR TWO HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$233,975.00), WITH A CONTINGENCY AMOUNT OF TWENTY-THREE THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS (\$23,397.00), FOR A TOTAL ESTIMATED AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-TWO AND 50/100 DOLLARS (\$257,372.50).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Director of General Services to enter into and execute a contract with Russo Corporation for compaction grouting soil stabilization services at The Chattanooga Hotel for \$233,975.00, with a contingency amount of \$23,397.00, for a total estimated amount not to exceed \$257,372.50.

ADOPTED: _____, 2016

/mem

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

Attach this form to the sealed envelope containing the Proposal. Failure to provide required information on the sealed envelope will be considered a non-responsive Proposal.

Complete the following for all applicable Electrical, Plumbing, Heating, Ventilation, and Air Conditioning, and Masonry Subcontractors:

PROPOSER:

Name: RUSSO CORPORATION

Subcontractor: N/A

Address: 1421 MIMS AVENUE, S.W.
BIRMINGHAM, AL 35211

Tennessee License No. _____

License Expiration Date _____

License Classification _____

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

Tax ID Number: 63-0575531

Subcontractor: N/A

Tennessee License No. 00023184

Tennessee License No. _____

License Registration Date _____

License Expiration Date _____

License Expiration Date 09/30/16

License Classification _____

Monetary Limit \$ Unlimited

Subcontractor: N/A

Classification: BC-5; HC-3, MU-A,C,D

Tennessee License No. _____

License Expiration Date _____

License Classification _____

Chattanooga Downtown Redevelopment Corp.
Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402

PROPOSAL FOR:
**Title: COMPACTION GROUTING SOIL
STABILIZATION SERVICES AT THE
CHATTANOOGAN HOTEL**

DATE OF BID OPENING: Thursday, March 31, 2016 TIME: 4:00 P.M. local time

LOCATION: City of Chattanooga Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402

April 6th, 2016

Mark L. McKeel
101 East 11th Street
Suite G13
Chattanooga, TN 37402
Phone No.: 423-643-7236
Fax No.: 423-643-7244
E-mail: mmckeel@chattanooga.gov

**SUBJECT: Compaction Grouting Soil Stabilization Services at the Chattanooga Hotel
 Russo Job #143380**

Mark:

Russo Corporation was pleased to receive a Request For Proposal for the Compaction Grouting Soil Stabilization Services project at the Chattanooga Hotel. Russo is fully capable and experienced in the work to be performed at the above mentioned project. We look forward to the possibility of working with your team in order to meet the specific needs as requested.

If you have any questions, please call.

Sincerely,
RUSSO CORPORATION



Lance Kitchens, PE
Vice President
Direct: 205-314-1644
Cell: 205-213-5084
lkitchens@russocorp.com

April 6th, 2016

Mark L. McKeel
101 East 11th Street
Suite G13
Chattanooga, TN 37402
Phone No.: 423-643-7236
Fax No.: 423-643-7244
E-mail: mmckeel@chattanooga.gov

**SUBJECT: Compaction Grouting Soil Stabilization Services at the Chattanooga Hotel
 Russo Job #143380**

Mark:

Russo Corporation has been requested to provide pricing to stabilize ground conditions below existing footings and floor slabs in order to prevent future settlements. See attached Bid Form – Section 00 41 13 for base bid amount. The base bid price shall be in congruence with the following inclusions and exclusions.

We have included compaction grouting under 15 footings supporting the one-story structure. The compaction grouting process does not include the lifting of the structures. This work is to be performed from the exterior of the building. This scope of work is as follows:

EXTERIOR COMPACTION GROUTING INCLUDES:

1. Removal of or drilling through the concrete sidewalk at each of the footing locations. We understand the sidewalk is to be replaced by the City at a future date.
2. Drilling grout pipes under the existing footing from the exterior of the structure.
3. No interior construction work is proposed. The interior work will consist of the placement of monitors to recognize any movements created by the compaction grouting operation.
4. Compaction grouting underneath the existing footings. The material will be a low slump concrete. Once the slightest movement is detected in the structure, compaction grouting will cease at said footing.
5. Spoils generated from our operation will be removed from the site.
6. Labor, equipment and materials as necessary for drilling, setting temporary casing, grouting and slump testing (no UCS testing).
7. Site Supervision as required for project QA/QC and coordination.
8. Waste management and clean-up from operations within a reasonable proximity to the work.
9. Final clean-up of materials directly associated with Russo's work for disposal on site in a designated area.

EXTERIOR COMPACTION GROUTING EXCLUDES:

1. Pedestrian control. Permanent barricades are to be erected along the sidewalk to prevent any pedestrian traffic from entering the work area.

2. Traffic control. It will be necessary to prevent cars from parking in the parallel spaces adjacent to the work area.
3. Sidewalk repair or replacement.
4. Duty to perform a separate geotechnical report; this budget has been prepared based on the current geotechnical report.
5. Third-party observation or testing other than as indicated.
6. Designated area for wash-out including adequate water supply (maximum of 2,000 gallons per shift).
7. Clear and uninterrupted access for all drilling, grouting and material delivery equipment.
8. Location, removal, replacement or repair of any known or unknown utilities.
9. Any standby time beyond our control. All work will be planned and coordinated to insure a continuous operation.
10. Night shift and/or weekend work.
11. Any masonry work to repair brick façade.

In addition to the stabilization of the exterior footings, it is our understanding the Request for Proposal is asking for a price to perform mud jacking underneath existing slabs that have subsided. The actual number of locations for floor subsidence is unknown at bid time; therefore, we offer to perform said services on a time and material basis. Each area of concern may require a unique solution, we are equipped to engineer said solution and may utilize poly-foam, grout, mud jacking, or grout column techniques to remedy the area.

INTERNAL SLAB REPAIR INCLUDES:

1. Design of slab repair method.
2. Labor, equipment, and materials at negotiated unit rates.
3. Site Supervision as required for project QA/QC and coordination.
4. Waste management and rough clean-up of our operations.

INTERNAL SLAB REPAIR EXCLUDES:

1. Pedestrian control. Permanent barricades are to be erected around the work area to prevent any pedestrian traffic from entering the work area.
2. Removal of furniture and floor coverings; and replacement of furniture or floor coverings. Preparation of work areas to be performed in a timely manner to prevent delays in Russo's operations.
3. Repairs to sheet rock that may occur during floor jacking operation.
4. Replacement of floor slabs that crack during the floor jacking operation. Many times a floor slab that has settled will develop a crack on the bottom side of the slab, but the crack is not visible on the top side of the slab. During the slab jacking process, this crack may make its way through the slab to the top side.
5. Duty to perform a separate geotechnical report; this budget has been prepared based on the current geotechnical report.
6. Third-party observation or testing other than as indicated.
7. Designated area for wash-out including adequate water supply (maximum of 2,000 gallons per shift).
8. Clear and uninterrupted access for all drilling, grouting and material delivery equipment.
9. Location, removal, replacement or repair of any known or unknown utilities.
10. Any standby time beyond our control. All work will be planned and coordinated to insure a continuous operation.
11. Night shift and/or weekend work unless negotiated rates allow.

If you have any questions, please call.

Sincerely,
RUSSO CORPORATION



Lance Kitchens, PE
Vice President
Direct: 205-314-1644
Cell: 205-213-5084
lkitchens@russocorp.com

SECTION 00 41 13
BID FORM

BID FORM

1. **Submission of Proposals:** Submit Proposals in compliance with Document 00 21 13 - Instructions to Proposers. Fill in blanks. The Chattanooga Downtown Redevelopment Corporation "CDRC" reserves the right to reject incomplete Proposal forms.

2. **RFP Documents:** This RFP document is not part of the Contract Documents, unless specifically referenced in the Owner/Contractor Agreement.

Project Name: COMPACTION GROUTING SOIL STABILIZATION SERVICES AT THE CHATTANOOGAN HOTEL

Name of Proposer: RUSSO CORPORATION

3. **Base Bid:** The Proposer proposes to perform all of the Work required by the Contract Documents for the amount of: (Fill in amount in words and numbers.)

TWO HUNDRED THIRTY THREE THOUSAND NINE HUNDRED SEVENTY FIVE AND NO CENTS \$ 233,975.00

4. **Bonds:** If the Proposer is required to furnish a Performance Bond and Payment Bond (AIA A312) for the entire value of the Work, add the following amount to the base bid amount:

TWO THOUSAND THREE HUNDRED THIRTY NINE AND SEVENTY FIVE CENTS \$ 2,339.75

5. **Alternates:** If an Alternate is selected by the CDRC, the Proposer proposes to do the Work required by the Contract Documents by increasing or decreasing the Base Bid the following amount: (Fill in amounts in words and numbers)

NONE

6. **Time:** The Proposer proposes the following dates (Fill in):

Proposed Starting Date: 2-4 WEEKS FROM NOTICE OF AWARD

Proposed Date of Substantial Completion: 4 WEEKS FROM COMMENCEMENT OF OUR SCOPE OF WORK

7. **Submission of Bid Form:** By submitting this Bid Form, the Proposer certifies that Proposer has visited the project site, is aware of existing conditions which affect the work, and has reviewed the Contract Documents, including the following Addenda: (List addenda received)

ADDENDUM NO. 1

8. **Proposal Qualifications:** Submit Proposal qualifications and reasons for qualifications with this Bid Form at the end of the Bid Form. Include impact of Proposal qualifications on time, cost or quality. Proposal qualifications may include: Cash flow requirements, assumptions for access to the work,

SECTION 00 41 13
BID FORM

assumptions for staging the work, assumptions for protecting existing and abutting work, proposed modifications to General and Supplementary Conditions, proposed modifications to drawings and specifications.

SEE ATTACHED RUSSO PROPOSAL

9. Signature: Signed and sealed (Enter date, Proposer's signature, title, name of firm, legal business address, phone and fax numbers, email address):

Signature: Lance Kitchens

Name and Title: Lance Kitchens, PE - Vice President

Firm: RUSSO CORPORATION

Address: 1421 MIMS AVENUE, S.W.

City, State, ZIP: BIRMINGHAM, AL 35211

Telephone: 205-923-4434

Fax: 205-925-0665

Email: SBROWN@RUSSOCORP.COM or LKITCHENS@RUSSOCORP.COM

10. Project Manager: Proposer's Project Manager To Be Assigned to the Project (name and brief summary of experience):

LANCE KITCHENS, P.E. (Prof Engineer); Sam Brown (Proj Mgr)

- Lance is Russo's in-house Professional Engineer and has been providing engineering services in the deep foundation/ground improvement industry for over 15 years. Lance, along with other experienced Russo personnel such as Sam Brown have performed compaction grouting operations on several projects similar to the scope of work necessary for this project.

11. Subcontractors: Proposer's List of Proposed Major Subcontractors (list):

None. All work to be performed with Russo personnel.

12. Proposal Qualifications: List of Proposal Qualifications by Proposer (If any):

SEE ATTACHED RUSSO PROPOSAL

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **RUSSO CORPORATION OF BIRMINGHAM, ALABAMA**
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA OF HARTFORD, CONNECTICUT**
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of **CONNECTICUT**
as Surety, hereinafter called the Surety, are held and firmly **CITY OF CHATTANOOGA PURCHASING DEPARTMENT, 101 EAST 11TH STREET, SUITE G13, CHATTANOOGA, TN 37402**
(Here insert full name and address or legal title of Owner)

As Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE AMOUNT BID NOT TO EXCEED \$10,000.00**-----
----- **(\$10,000.00)** -----

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **COMPACTION GROUTING SOIL, STABILIZATION SERVICES AT THE CHATTANOOGAN HOTEL**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **7TH** day of **APRIL, 2016**

RUSSO CORPORATION

(WITNESS)

(Principal)

(Title) **Keith Brown, President** (Seal)

(WITNESS)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

PATTON BRADFORD, JR., (Surety)
ATTORNEY-IN-FACT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227770

Certificate No. 006521143

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patsy Parrish, Patton Bradford Jr., Ronnie L. Jackson, and Melannie R. Layne

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of October, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

AIA Document A305 - Electronic Format

CONTRACTOR'S QUALIFICATION STATEMENT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO IT'S COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MY BE MADE BY USING AIA DOCUMENT D401.

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: City of Chattanooga Purchasing Department for Chattanooga Downtown Redevelopment Corporation

ADDRESS: 101 East 11th Street, Suite G13, Chattanooga, TN 37402

SUBMITTED BY: Russo Corporation, an Alabama corporation

Corporation Partnership Individual Joint Venture
 Other

NAME: Lance Kitchens, P.E.

ADDRESS: 1421 Mims Avenue SW, Birmingham, AL 35211

PRINCIPAL OFFICE: 1421 Mims Avenue SW, Birmingham, AL 35211

NAME OF PROJECT (if applicable): Compaction Grouting Soil Stabilization Services at the Chattanooga Hotel

TYPE OF WORK: (file separate form for each Classification of Work):

General construction HVAC Plumbing Electrical Other (please specify) Compaction Grouting Package

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

60 years

1.2 How many years has your organization been in business under its present business name?

28 years

1.2.1 Under what other or former names has your organization operated?

Steve Russo Drilling; Steve Russo, Inc.; RRR Trucking

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of Incorporation: January 1988

1.3.2 State of Incorporation: Alabama

1.3.3 President's name: Keith Brown

1.3.4 Vice-President's name(s): Harris Wilson, Tim Bozeman, Lance Kitchens

1.3.5 Secretary's name: Harris Wilson

1.3.6 Treasurer's name: Harris Wilson

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

AL #17225, TN #23184, (others upon request)

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Alabama

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Drilled Piers, Excavating, Blasting, Utility, Shoring, Tiebacks

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

No.

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organizations or its officers?

No.

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

No.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No.

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and schedule completion date. Will provide upon request.

3.4.1 State total worth of work in progress and under contract. \$20 Million

3.5 On a separate sheet, list the major projects your organization has completed in the last five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Will provide upon request.

3.5.1 State average annual amount of construction work performed during the past five years: \$57+ Million

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Will provide upon request.

4. REFERENCES

4.1 Trade References:

Birmingham Powder & Supply – 205-674-5641

ACIPCO – 205-325-7701

Tractor & Equipment – 205-591-2131

Hoar Construction – 205-803-2121

4.2 Bank References:

Bryant Bank
5319 US Highway 280
Birmingham, AL 35242
Brian Ethridge

4.3 Surety:

4.3.1 Name of bonding company: Travelers Casualty & Surety Co. of America.

4.3.2 Name and address of agent:

Rodney Hogan
10 Inverness Parkway, Suite 600
Birmingham, AL 35242-4804, 205-982-4593

5. FINANCING

5.1 Financial Statement. (considered upon request)

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

N/A

5.1.3 Is the attached financial statement for the identical organization named on page one?

N/A

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

N/A

5.2 Will the organization whose financial statement is attached act as guarantor for the contract for construction?

N/A

6. SIGNATURE

6.1 Dated this 6th day of April, 2016.

Russo Corporation

By: *Lance Kitchens*

Title: Vice President

Lance Kitchens, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 6th day of April, 2016.

Notary Public

Heather W. Roulines

My Commission expires: 10-3-16



SECTION 00 45 13
BIDDER'S QUALIFICATIONS

STATEMENT OF LICENSE CERTIFICATE

Each Contractor submitting a Proposal in response to this RFP shall fill in and sign the following:

This is to certify that RUSSO CORPORATION

has fully complied with all the requirements of Chapter No. 135, Public Acts of 1945 of the General Assembly of the State of Tennessee and House Bill No. 2180 (Public Chapter No. 822), known as the Contractor's Licensing Act of 1976. The Contractor's license number, and other information outlined in the Information for Proposers, expiration date and that part of classification applying to the Proposal shall appear on the envelope containing the Proposal, otherwise the Proposal will not be considered.

The State Board for Licensing General Contractors issued to RUSSO CORPORATION

Certificate No. 00023184, which expires on September 30, 2016

Signed: 

Name: Lance Kitchens, PE

Title: Vice President

END OF DOCUMENT

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

AFFIDAVIT OF NO COLLUSION BY PRIME BIDDER
For The Chattanooga Downtown Redevelopment Corporation

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The undersigned, Lance Kitchens, PE
having been duly sworn, deposes and states as follows:

1. I am the (title) Vice President

(sole owner, a partner, president, secretary, etc.) of RUSSO CORPORATION

CORPORATION (Name of Corporation) (Partnership) (Limited Partnership) (Joint Venture) which is a
CORPORATION (Corporation) (Proprietorship) (Partnership)
(Limited Partnership) (Joint Venture) in good standing formed under the law of
ALABAMA (State of Incorporation or formation),
hereinafter referred to as "Proposer".

2. I am authorized to make this affidavit on behalf of said Proposer, and I have personal knowledge of the matters set forth herein.

3. On APRIL 7TH, 2016, 2015, said Proposer is submitting a proposal in response to a Request for Proposal to the Chattanooga Downtown Redevelopment Corporation, hereinafter referred to as "CDRC" for the above captioned contract. This Proposal was prepared under my personal supervision and direction. During the preparation of the Proposal, I have taken affirmative steps to inquire about the circumstances of the Proposal preparation in general and any other proposer or prospective proposers in particular.

4. I am aware of the Federal and State laws including without limitation, the Sherman Act (15 U.S.C. 1) and the Tennessee Antitrust Laws (T.C.A. 47-25-101, et seq.), which make it illegal to agree to fix or rig bids, proposals, or responses to solicitations or otherwise agree to restrain competition in bidding for contracts with the CDRC. I am aware in particular that violations of the Sherman Act are federal crimes punishable by a fine of up to \$1.0 million for a corporation, and a fine of up to \$100,000 for an individual or by imprisonment not exceeding three years, or both.

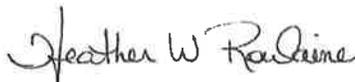
SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

5. I hereby certify and attest that the proposal identified in paragraph 3 is based solely upon the independent knowledge, expertise and business judgment of the Proposer acting through its officers and agents and is not the product of, nor was it prepared in connection with, any contract, combination, conspiracy, understanding or collusion between or among any other proposer or prospective proposer on said contract.



Signature

Subscribed and sworn to before me this 7TH day of APRIL, 2016, 2015.



Notary Public

My commission expires:

(SEAL)

10/3/16



END OF SECTION

SECTION 00 45 36
EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

EQUAL EMPLOYMENT OPPORTUNITY AFFADAVIT

AFFIRMATIVE ACTION PLAN

RUSSO CORPORATION

(Name of Firm)

The above named Firm, herein after referred to as "Proposer", having prepared and hereby submitting a Proposal to the Chattanooga Downtown Redevelopment Corporation in response to an advertisement or Request for Proposal, hereby attests that they are an equal opportunity employer and has abided by the Affirmative Action Plan of the City of Chattanooga in the completion of all requirements of this Request for Proposal and preparation of this Proposal and if awarded a contract with the City, hereby agrees to re-attest compliance for the duration of the Contract. The Affirmative Action Plan of the City of Chattanooga is as follows:

1. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Firm will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

SECTION 00 45 36
EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

5. Minority statistics are subject to audit by the CDRC, City of Chattanooga staff, or other governmental agency.
6. The Firm agrees to notify the CDRC and the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.



VICE PRESIDENT (Signature of Firm's Principal)
RUSSO CORPORATION

(Title and Name of Firm)
APRIL 7TH, 2016

(Date)

END OF SECTION

SECTION 00 73 19
HEALTH AND SAFETY REQUIREMENTS

HEALTH AND SAFETY REQUIREMENTS

MODEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF HAMILTON

DRUG-FREE WORKPLACE AFFIDAVIT
OF FIRM

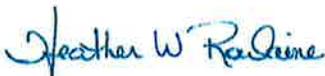
NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for [insert name and address of firm];
2. That the firm has submitted a statement of qualifications to the City of Chattanooga for services in connection with "DESIGN AND INSTALLATION OF COMPACTION GROUTING SOIL STABILIZATION SERVICES AT THE CHATTANOOGAN HOTEL, CHATTANOOGA, TENNESSEE."
3. That the firm employs no less than five (5) employees;
4. That Affiant certifies that the firm has in effect, at the time of submission of its Proposal to perform the services referred to above, a drug-free workplace program that complies with §50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT

SUBSCRIBED AND SWORN TO before me this 7TH day of APRIL 2016


NOTARY PUBLIC

My commission expires: 10/3/16



END OF SECTION

ADDENDUM NO: 1

REQ NO: RFP# 126712

FINAL SUBMITTAL: April 7, 2016 4:00 PM EST
FINAL QUESTIONS: April 5, 2016 12:00 PM EST

Department: General Services / CDRC

Changes or Addition to the Bid:

The bid opening has been changed from March 31, 2016 to April 7, 2016 due to no vendors showing for the pre-bid for informational purposes.

A pre-bid conference will be held on Thursday, March 31, 2016 at 2:00 PM EST in the Main Lobby of The Chattanooga Hotel, 1201 Broad Street, Chattanooga, TN 37402 for vendors interested in submitting a proposal.

Req No: RFP# 126712 General Services / CDRC – Compaction Grouting Soil Stabilization Services

(Signed)



PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**

Date: March 14, 2016

Ref. No.: 126712

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Proposal (RFP) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 4:00 P.M., EST. on March 31, 2016*

Requisition No.: RFP 126712

Ordering Dept.: General Service (CDRC)

Buyer & e-mail: Mark McKeel mmckeel@chattanooga.gov

Items being Purchased: Compaction Grouting Soil Stabilization Services

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

4:00 P.M., EST on March 31, 2016

*****ON-SITE PRE-BID CONFERENCE WILL BE CONDUCTED*****

2:00 P.M., EST on March 21, 2016

**Main Lobby of The Chattanooga Hotel, 1201 Broad Street,
Chattanooga, TN 37402**

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City's Standard Terms and Conditions may be found on website:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions.htm>

Note: ALL PROPOSALS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: RUSSO CORPORATION _____

Mailing Address: P.O. BOX 190048 _____

City & Zip Code: BIRMINGHAM, AL 35219 _____

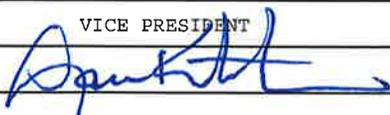
Phone/Toll Free No.: 205-923-4434 _____

Fax No.: 205-925-0665 _____

E-Mail Address: LKITCHENS@RUSSOCORP.COM _____

Contact Person: LANCE KITCHENS, P.E. _____

Company Title: VICE PRESIDENT _____

Signature:  _____