RESOLUTION NO. R-496-97

1 lcc.

# RESOLUTION

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHARLES HOBSON COMPANY, INC. FOR THE LUXMORE DRIVE SITE STABILIZATION PROJECT, IN AN AMOUNT NOT TO EXCEED $27,117.35, PROJECT NO. 97H-C-0347.**

RESOLUTION NO: R-496-97

REQUESTED BY: Engineering
PREPARED BY: Law
APPROVED AS TO FORM AND CORRECTNESS:
Director of Law

APPROVED: 11-18-97

APPROVED AS AN EMERGENCY MEASURE:

MINUTE BOOK 61 PAGE

**WHEREAS**, the City of Knoxville invited contractors to submit bids for the Luxmore Drive Site Stabilization Project, Project No. 97H-C-0347; and

**WHEREAS,** this project will consist of the preparation and seeding of approximately 7.5 acres, moving existing brush and trees to new location, 4,200 square yards of straw erosion control blanket, one rip-rap check dam, excavation of one drainage swale and appropriate water pollution control measures and other work as necessary to complete the project; and

**WHEREAS,** Charles Hobson Company, Inc. submitted the lowest qualified bid of TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTEEN AND 35/100 DOLLARS ($27,117.35).

**WHEREAS,** Charles Hobson Company, Inc. has the necessary experience and qualifications to perform said work; and

**WHEREAS**, the City of Knoxville Engineering Department recommends the execution of an agreement with Charles Hobson Company, Inc. for this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:**

**SECTION 1**: The Mayor of the City of Knoxville is hereby authorized to execute an agreement with Charles Hobson Company, Inc. for the Luxmore Drive Site Stabilization Project, Project No. 97H-C-0347 in an amount not to exceed TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTEEN AND 35/100 DOLLARS ($27,117.35).

**SECTION 2**: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

Presiding Officer of the Council

Recorder

SHARON E. BOYCE
Senior Attorney
City of Knoxville

CONTRACT NO. _____

AGREEMENT

This Agreement by and between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P. O. Box 1631, Knoxville, Tennessee, 37901, and CHARLES HOBSON COMPANY, INC., a Tennessee Corporation, 2923 Sutherland Avenue, Knoxville, Tennessee 37919.

WHEREAS, the Purchasing Agent for the City of Knoxville advertised for competitive sealed bids for the Luxmore Drive Site Stabilization Project, Project No. 97H-C-0347; and

WHEREAS, Charles Hobson Company, Inc. submitted the lowest qualified bid of TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTEEN AND 35/100 DOLLARS ($27,117.35); and

WHEREAS, Charles Hobson Company, Inc. has the necessary experience and qualifications to perform said work.

NOW, THEREFORE, the City of Knoxville and for the mutual promises and considerations herein agree as follows:

## I. STATEMENT OF WORK

Charles Hobson Company, Inc. shall furnish all supervision, technical assistance personnel, labor, materials, machinery, tools, equipment, and services, and perform and complete all work in a satisfactory manner required for the Luxmore Drive Site Stabilization Project all in strict accordance with the contract documents for said project including all addenda thereto as prepared by the City of Knoxville Engineering Department and Robert M. Frear, Project No. 97H-C-0347.

## II. CONTRACT PRICE

a. The City of Knoxville shall pay to Charles Hobson Company, Inc. for the satisfactory performance of the contract, in current funds, subject to additions and deductions and in accordance with the bid as provided in the contract documents, an amount not to exceed the sum of TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTEEN AND 35/100 DOLLARS ($27,117.35) unless modified by a Contract Change Order.

b. Charles Hobson Company, Inc. shall submit to the City on a monthly basis an invoice of services rendered for this Project.

## III. CONTRACT

The executed Contract Documents shall consist of the following:

a. This contract
b. Addenda
c. Invitation for Bids
d. Instructions to Bidders
e. Signed copy of Bid and Proposal
f. General Conditions
g. Supplemental General Conditions
h. Special Conditions
i. Technical Specifications
j. Drawings

## IV. INDEMNIFICATION CLAUSE

a. Charles Hobson Company, Inc., its agents and employees shall defend, indemnify and hold harmless the City of Knoxville, its agents and employees from any and all liability to Charles Hobson Company, Inc. , and agents and employees or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of the City of Knoxville, its agents

or employees.

b. Charles Hobson Company, Inc., its agents and employees shall defend, indemnify and hold the City of Knoxville harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Knoxville alleging liability referenced paragraph A, including, but not limited to, cost fees, attorneys fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Knoxville; and to assume and take over the defense of the City of Knoxville in any such claim, demand, suit or cause of action upon timely notice and demand for same by the City of Knoxville, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.

c. Charles Hobson Company, Inc. , its agents and employees shall defend, indemnify and hold the City of Knoxville harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against the City of Knoxville alleging liability referenced in paragraph A, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.

## V. COMPLIANCE WITH ORDINANCES, STATUTES AND FEDERAL REGULATIONS

Charles Hobson Company, Inc. shall fully comply with all applicable Federal statutes and regulations, State statutes, and City ordinances in performance of this Agreement.

## VI. CHANGES IN THE WORK

The City may at any time, if the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. All Change Orders must be approved by the

City and Charles Hobson Company, Inc.

## VII. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a Change Order. The value of any work covered by a Change Order of any claim for increase or decrease in the contract price shall be determined by the actual cost for labor, direct overhead, materials, supplies, equipment, profit, and other services necessary to complete the work.

## VIII. TIME FOR COMPLETION

The date of beginning and the time for completion of the work are essential conditions of this Agreement and the work embraced shall be commenced on a date specified in a Notice to Proceed and completed thirty (30) consecutive calendar days from the commencement date specified in that Notice to Proceed.

## IX. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee.

## X. NOTICE OF CITY PROCUREMENT CODE PROHIBITIONS

a. It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

(1) The employee or the employee's immediate family;

(2) A business other than a public agency in which the employee or a member

of the employee's immediate family serves as an officer, director, trustee, partner or employee; or

(3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

b. It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

c. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

(1) Any official action taken, or to be taken, or which could be taken;

(2) A legal duty performed, or to be performed, or which could be performed; or

(3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

IN WITNESS WHEREOF, the City of Knoxville and Charles Hobson Company, Inc. have caused this Agreement to be executed in five (5) copies on the day and year written below.

CITY OF KNOXVILLE

BY: _____
VICTOR H. ASHE
Mayor

DATE: _____

APPROVED AS TO FORM:

_____
THOMAS A. VARLAN
Law Director

FUNDS CERTIFIED:

CHARLES HOBSON COMPANY, INC.

_____
RANDOLPH B. VINEYARD
Director of Finance

BY: _____

TITLE: _____

Required Documents:

Certificate of Insurance _____
Payment Bond _____
Performance Bond _____

DATE: November 10, 1997

TO: TOM VARLAN, LAW DIRECTOR

FROM: LEONARD VOILES, PURCHASING AGENT

SUBJECT: CONTRACT APPROVAL REQUEST

AUTHORIZATION FOR: LUXMORE DRIVE SITE STABILIZATION PROJECT, PROJECT NO. 97H-C-0347

NOV 2 Rec'd
CITY OF ROCKVILLE
DEPARTMENT OF LAW

TYPE OF CONTRACT: NEW

DEPARTMENT REQUESTING APPROVAL: ENGINEERING

CONTRACTOR: CHARLES HOBSON COMPANY, INC.

AMOUNT OF CONTRACT: $27,117.35

TERMS OF CONTRACT:

COUNCIL APPROVAL REQUIRED: YES - AGENDA OF NOV. 18, 1997

PERFORMANCE & PAYMENT BONDS REQUIRED:

REMARKS: SEE ATTACHMENTS

**BID DATE:** 11/05/97

# *OFFICE OF THE PURCHASING AGENT*

## *BID TABULATION FORM*

## *CITY OF KNOXVILLE, TN*

**BID ON:** LUXMORE SITE STABILIZATION PROJECT

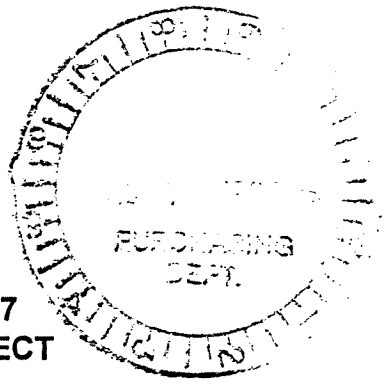
**DEPARTMENT:** ENGINEERING

**AWARDED TO :**

| BIDDERS | TOTAL BID | LICENSE NO. | EXP. DATE | ADDEN. #1 | NON-COLL. AFFIDAVIT | BID BOND | | |
|---|---|---|---|---|---|---|---|---|
| CHARLES HOBSON & CO. | 27,117.35 | 01677 | 04/30/98 | YES | YES | YES | | |
| ROAD & ROCK CONTR. LLC | 38,353.00 | 38466 | 08/31/98 | YES | YES | YES | | |
| WESCON, INC. | 38,828.95 | 21998 | 07/31/98 | YES | YES | YES | | |
| STEP, INC. | 52,222.00 | 30612 | 07/31/98 | YES | YES | YES | | |

I CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS THAT WERE RECEIVED _____

**CITY OF KNOXVILLE**
**INTER-DEPARTMENTAL MEMORANDUM**



DATE: November 10, 1997

TO: Leonard Voiles, Purchasing Agent

FROM: Sam Parnell, Engineering Director

**SUBJECT: CITY COUNCIL AGENDA - NOVEMBER 18, 1997**
**LUXMORE DRIVE SITE STABILIZATION PROJECT**
**PROJECT NO. 97H-C-0347**

This is to request that a resolution be placed on the November 18 City Council agenda that would authorize the City of Knoxville to enter into a contract with Charles Hobson Company, Inc., to perform work on the above drainage improvement project.

Charles Hobson Company was low bidder on the project in the amount of $27,117.35. A copy of the Summary of Bids is attached for your information. If you need additional information, please contact Brent Johnson or me at 215-2148.

Thank you for your assistance.

SLP/gm

Attachments

C: Randy Vineyard, Finance Director
Tom Varlan, Law Director
Sharon Boyce, Law Department
Brent Johnson, Engineering Department
Cheryl Davis, Finance Department
Michelle Pons, Engineering Department
Project file

CITY OF KNOXVILLE
DEPARTMENT OF ENGINEERING

Project : Luxmore Dr. Site Stabilization Project
Project No. 97H-C-0347

**SUMMARY OF BIDS**

| Contractor Item No. | Description | Units | Quantity | Charles Hobson Co., Inc. Price | Charles Hobson Co., Inc. Amount | Road & Rock Contractors Price | Road & Rock Contractors Amount | Wescon ,Inc. Price | Wescon ,Inc. Amount | STEP, Inc. Price | STEP, Inc. Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Clearing and Grubbing | L.S. | 1 | $ 8,145.00 | $ 8,145.00 | $ 10,000.00 | $ 10,000.00 | $ 6,400.00 | $ 6,400.00 | $ 20,250.00 | $ 20,250.00 |
| 2 | Common Excavation | C.Y. | 50 | $ 13.50 | $ 675.00 | $ 20.00 | $ 1,000.00 | $ 9.00 | $ 450.00 | $ 8.00 | $ 400.00 |
| 3 | Seeding | S.Y. | 31,305 | $ 0.27 | $ 8,452.35 | $ 0.60 | $ 18,783.00 | $ 0.79 | $ 24,730.95 | $ 0.40 | $ 12,522.00 |
| 4 | Water Pollution Control | | | | | | | | | | |
| | a. Silt Barriers - Silt Fences | L.F. | 500 | $ 1.80 | $ 900.00 | $ 2.10 | $ 1,050.00 | $ 1.85 | $ 925.00 | $ 2.10 | $ 1,050.00 |
| | b. Silt Barriers - Baled Hay Barrier | L.F. | 50 | $ 8.00 | $ 400.00 | $ 2.90 | $ 145.00 | $ 3.60 | $ 180.00 | $ 3.00 | $ 150.00 |
| | c. High Velocity Straw Erosion Control Blanket | S.Y. | 4200 | $ 1.80 | $ 7,560.00 | $ 1.50 | $ 6,300.00 | $ 1.29 | $ 5,418.00 | $ 4.00 | $ 16,800.00 |
| 5 | Rip-Rap Check Dam | C.Y. | 25 | $ 39.40 | $ 985.00 | $ 43.00 | $ 1,075.00 | $ 29.00 | $ 725.00 | $ 42.00 | $ 1,050.00 |
| | TOTAL BID PRICE | | | | $ 27,117.35 | | $ 38,353.00 | | $ 38,828.95 | | $ 52,222.00 |

Tabulated by A.M.W.
Checked by TMB

Certified Correct RLT
Date 11-7-97

Approved
Date 11/7/97

# CITY OF KNOXVILLE, TENNESSEE

Project No. 97H-C-0347

TO THE PURCHASING AGENT
CITY OF KNOXVILLE, TENNESSEE

CHARLES HOBSON COMPANY hereby propose(s) to furnish all material, labor, and appliances and do all work required to complete the Contract for Luxmore Drive Project Project No. 97H-C-0347 located in the City of Knoxville, Tennessee, in a workmanlike manner and in accordance with the plans of the Department of Engineering and specifications herewith attached.

Leonard Hobson further agree(s) that in case of failure on CHARLES HOBSON CO., INC part to sign this within ten (10) days, the certified check or bid bond accompanying this proposal and the proceeds thereof shall be the property of the City of Knoxville.

## Bid Schedule

| Item Pr No. Item | Description | Units | Total Quantity | Price Per Unit | Total Per |
|---|---|---|---|---|---|
| 1 | CLEARING AND GRUBBING | LS | 1 | $ 8145 | $ 8145.00 |
| 2 | COMMON EXCAVATION | CY | 50 | 13.50 | 675.00 |
| 3 | SEEDING | $YD^2$ | 31,305 | .27 | 8452.35 |
| 4 | WATER POLLUTION CONTROL | | | | |
| | a. Silt Barriers - Silt Fences | LF | 500 | 1.80 | 900.00 |
| | b. Silt Barriers - Baled Hay Barrier | LF | 50 | 8.00 | 400.00 |
| | c. Type II High Velocity Straw Erosion Control Blanket | $YD^2$ | 4,200 | 1.80 | 7560.00 |
| 5 | Rip-Rap Check Dam | $YD^3$ | 25 | 39.40 | 985.00 |

TOTAL BID PRICE (In Words)

Twenty Seven Thousand One Hundred Seventeen Dollars and Thirty Five Cents.

In submitting this bid it is understood that the right is reserved by the City of Knoxville to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

Security of the sum of Thirteen Hundred Fifty Five Dollars ($ 1355 ), in the form of 5% Bid Bond , is submitted herewith in accordance with the Specifications.

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within thirty (30) consecutive calendar days thereafter. Bidder further agrees to pay liquidated damages in the sum of two hundred dollars ($200.00) for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

No.1 Dated 10-30-97

The Bidder is prepared to submit a financial and experience statement upon request.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal. Also attached is a Statement of Bidder's Qualifications.

Date: November 4, 19 97

Name of Bidder CHARLES HOBSON CO.,INC

State License No: 00001677

By Leonard Hobson
Leonard Hobson

Treasury Number: 62-0438593

Title President

Official Address (including Zip Code):

Incorporated under the laws of the State of Tennessee

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of.....Tennessee.....)
)ss.
County of.....Knox.....)

Leonard Hobson, being first duly sworn, deposes and says that:

(1) He is President of Charles Hobson Co., Inc.
(owner, partner, officer, representative, or agent)
the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Leonard Hobson

Leonard Hobson

Title President

Subscribed and sworn to before me
this 4th day of November, 19 97

Judy A. Mynatt

Judy A. Mynatt, Secretary

Title

My commission expires 4-4-99

VICTOR ASHE
MAYOR

THE CITY OF KNOXVILLE, TENNESSEE

SAMUEL L. PARNELL, JR., P.E.
DIRECTOR OF ENGINEERING

STEPHEN J. KING, P.E.
DEPUTY DIRECTOR

CIVIL ENGINEERING DIVISION
DAVID T. HARRELL, P.E.
CHIEF CIVIL ENGINEER
423-544-5331

# ADDENDUM No. 1

## LUXMORE DRIVE SITE STABILIZATION PROJECT
Project No. 97H-C-0347

October 30, 1997

The following clarification shall become a part of the Project Contract:

Changes to the Contract Documents and Specifications:

In the Special Conditions, add the following sentence under Clearing and Grubbing,

"Removal of sediment from around outlet pipe as detailed in the Sediment Pond Detail on Sheet SD-1 shall be included in the lump sum price for Item No. 1, Clearing and Grubbing".

Acknowledgment of Addendum No. 1 shall be made on Page BD-9 of Bid Proposal or in the following manner:

Receipt of Addendum No. 1 _____
Signed

1400 LORAINE STREET · KNOXVILLE, TENNESSEE 37921
FAX 423-544-5333

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Charles Hobson Company, Inc., 2923 Sutherland Avenue
Knoxville, Tn. 37919

As Principal, and Great American Insurance Company, PO Box 150289
Nashville Tn. 37212

as Surety, are hereby held and firmly bound unto City of Knoxville
1400 Loraine Street Knoxville Tn. 37920
as Owner in the penal

sum of Five Percent (5%) of Bid Amount for the payment

of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 5th day of November, 19 97.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the Clearing and Seeding on Luxmore Drive Knoxville, Tn.
Contract #97H C 0347

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or

affected by any extension of the time within which the Owner may accept such extension.

IN WITNESS, THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

CHARLES HOBSON COMPANY, INC.

Leonard Hobson (L.S.)

Principal

Leonard Hobson, President

GREAT AMERICAN INSURANCE COMPANY

Surety

SEAL

By William K. Hamilton

William K. Hamilton

Attorney-In-Fact

# GREAT AMERICAN INSURANCE COMPANY

580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 16138

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | | Address | Limit of Power |
|---|---|---|---|
| WILLIAM E. GLENN | CHARLES F. STERCHI, JR. | ALL OF | ALL |
| WILLIAM K. HAMILTON | JOE BEN TURNER | KNOXVILLE, TENNESSEE | UNLIMITED |
| JOSEPH R. SCANNELLA | | | |

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20th day of November, 19 96

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON — ss:

On this 20th day of November, 1996, before me personally appeared GARY T. DUNBAR, to me known, being duly sworn, deposes and says that he resided in Cincinnati, Ohio, that he is the President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of November, 19 97

# STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. **Name of Bidder.** CHARLES HOBSON COMPANY, INC.

2. Permanent main office address, including City, State, and Zip Code.
   2923 Sutherland Avenue, Knoxville, Tennessee 37919
3. When organized. 1946

4. If a corporation, where incorporated. Tennessee

5. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
   Visitors Center at Candy Factory $ 72,930
6. General character of work performed by your company.

7. Have you ever failed to complete any work awarded to you? If so, where and why? No

8. Have you ever defaulted on a contract? If so, where and why? No

9. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed. See Attached -

10. List your major equipment available for this contract.

11. Experience in reinforced concrete and masonry retaining walls, grading, paving, and other work similar in importance to this project.

12. Background and experience of the principal members of your organization including the officers. See Attached

13. Credit available: $ _____.

14. Give bank reference. First American Bank

15. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Knoxville?

16. (a) Have you ever been a party to or otherwise involved in any action or legal proceedings involving matters related to race, creed, nationality, sex, religion or nationality? If so, give full details.

(b) Have you ever been accused of discrimination based upon race, color, sex, nationality, or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.

17. The undersigned hereby authorized and requests any person, firms, or corporation to furnish any information requested by the City of Knoxville in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Knoxville, Tn this 4 day of November, 19 97

Leonard Hobson

By Leonard Hobson
CHARLES HOBSON COMPANY, INC.

Leonard Hobson

Title President

State of Tennessee )
)ss
County of Knox )

Leonard Hobson being duly sworn, deposed and says that he is the President of Charles Hobson Co., Inc. and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 4th day November, 19 97

Judy A. Mynatt
Notary Public

Judy A. Mynatt

My commission expires 4-4-99

CHARLES HOBSON COMPANY, INC.
GENERAL CONTRACTORS
2923 SUTHERLAND AVENUE
KNOXVILLE, TENNESSEE 37919

Phone 524-3024

September 22, 1997

CHARLES HOBSON COMPANY, INC.
2923 Sutherland Avenue
Knoxville, Tennessee 37919

Incorporated April 27, 1946. Licensing: Tennessee License Number 00001677
Expiration Date 4-30-98 - Unlimited license. Classification: BC:MU-A(2,3),C

OFFICERS: Charles Leonard Hobson, President

Roger C. Fletcher, Vice President

Judy A. Mynatt, Secretary

BONDING AGENT: Willis-Corroon of Tennessee
6322 Deane Hill Drive
Knoxville, Tennessee 37919

GENERAL INSURANCE AGENCY: John Bailey Company, Inc.
P. O. Box 1429
Knoxville, Tennessee 37901

CERTIFIED PUBLIC ACCOUNTANT: William E. Pinkston
P. O. Box 1646
Knoxville, Tennessee 37901

# WORK REFERENCE FORM

WORK REFERENCE: CHARLES HOBSON COMPANY, INC.
(Name of Bidder)

2923 Sutherland Avenue
(Address)
Knoxville, Tennessee 37919

| | OWNER | CONTACT/TELEPH. | PROJECT |
|---|---|---|---|
| 1997 | | | |
| 1. | City of Knoxville | Jim Begalla 523-4227 | Visitors Center at Candy Factory |
| 2. | Beaver Creek Church | Mark Sheddan | Beaver Creek Cumberland Presbyterian Church |
| 3. | Sammie Jones | Beeper 301-7773 | ~~Glen Gene Restaurant~~ |
| 1996 | | | |
| 1. | City of Oak Ridge | Tom Roberts 482-8342 | Pump Station Renovation Oak Ridge, Tn |
| 2. | City of Knoxville | Tom Clabo 544-5331 | Holston Hills River Park |
| 3. | Dixie Cement | Ken Nelson 541-5528 | Dixie Cement |
| 1995 | | | |
| 1. | Tennessee Armature | ~~Ron Collins 524-3681~~ | Demolition work Tennessee Armature |
| 2. | Martin Marietta | R. G. Neal 576-1476 | ~~K-25 Chiller Replacement~~ |
| 3. | CKC,Inc. | Steve Blair 1-800-355-2903 | CKC Dial Call |
| 1994 | | | |
| 1. | MK Ferguson Co. ~~Att: Herb Brunty~~ | 574-2871. | East End Sanitary Sewer ~~Y-12 Plant~~ |
| 2. | Knox County | Charles Whitehead 594-1904 | Vine Middle School ~~Renov~~ations |
| 3. | Oak Ridge Associated Universities | ~~Dave Hunt or 576-3~~013 | ~~Upgrade "D" Bldg~~ |

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PROJECTS

TVA Watts Bar Subcontractor for Rust Engineering Company, Oak Ridge, Tennessee Att: Von Hutson Tel: 483-9619

Contract Amount $ 486,645

Design/Build Gas Station General Contractor for MK Ferguson, Oak Ridge, Tennessee Att: Fred Lay Tel:576-2446

Contract Amount $ 696,402 Contract awarded 7-14-92

Jobs Completed: (All jobs in Oak Ridge, Tennessee)

VBM Machine S.C.316 - M. K. Ferguson Att: Fred Lay Tel 576-2446
Contract Amount $362,310 Completed 1991

Seawolf S.C.330 M. K. Ferguson Att: R.D.Jeffers Tel: 576-2446
Contract Amount $ 1,041,388 Completed 1991

Emergency Stack Generator S.C.344, M. K. Ferguson Att:Fred Lay 676-2446
Contract Amount $ 176,067 Completed 1992

Piping System,Department of Energy,H.M.Cox Tel: 576-2437
Contract Amount $ 1,044,259 Completed 1990

Outdoor Running Track.Martin Marietta Systems, Noel Brown 576-1455
Contract Amount $ 362,582 Completed 1988

Heavy Metal GD485 $ 208,790 Completed 1990

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Phone 524-3024

Transformer Replacement K-732 - Plant K-25 - S.C.438 $ 361,498

Replace Boiler Tubes - Bldg. 9401-3 - S.C.472 $ 489,546 -

East End Sanitary Sewer - Y-12 Plant - S.C.517 $ 232,353

Oil Dike 9 - Fire Protection Upgrade Y-12 S.C.537 $ 619,435

Boiler Installation - K-25 Plant - S.C.323 $ 232,318
(Boiler No.8)