



Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022



The following information encompasses Addendum No. 2 for the above referenced RFB. Bidders shall fully consider and acknowledge this Addendum in the preparation and submittal of its formal Bid. Failure to do so may result in the rejection of the Bid.

- Section 1 – Additional Bidder Questions Received to Date
- Section 2 – 00170.1 Introduction
- Section 3 – 00170.8 Sub-Subcontractors
- Section 4 – 00170.15 Selection Process and 00170.16 Selection Schedule
- Section 5 – 00571.5.3 Construction Milestone Dates
- Section 6 – 00572.23 Governing Law and Disputes
- Section 7 – 00574.4 Work Hours

All other conditions and requirements remain unchanged.

Section 1
Additional Bidder Questions Received to Date

Q1: After going through the specs/drawings, the Lift Stations needing coated/lined do not match the list talked about on the prebid call or the Bid Form. If I read the specs/drawings correctly all Lift Stations need to be lined/coated except 2498 Hanwood Ave.

SARP10: All wetwells are to be coated, including 2498 Hanwood Ave.

Q2: In the specs/drawings it talks about some manholes being lined/coated also. On the Bid Form for instance 450 Jack Carley it has a line for Precast Manhole Installation (WetWell) 20VF and right below the line has Cementitious Manhole/ Wet well coating 20VF. Is this for the manhole and lift station coating or just the manhole? Per the specs/drawings the dimensions of this Lift Station are 8x16?

SARP10: The existing manhole is being replaced with a new structure/wetwell. The new structure/wetwell shall be coated as per Specification Section 02533.

Q3: In the specs/drawings it talks about invert and bench repair. I don't see a line for that on the bid forms?

SARP10: This is only on the station at 450 Jack Carley. There is a line item for this in the bid form.

Q4: On the pre-bid call the following lift stations were listed as needing to be coated/lined but there isn't a line item on the bid form

- 1585 Mitchell
- 4486 Window
- 5230 Raleigh Millington

SARP10: All wetwells shall be coated/lined. A revised bid form will be issued via addendum by 2/3/2022.

Q5: The following lift stations were not mentioned on the prebid call as needing to be coated /lined but are on the bid forms

- 5175 Jonetta
- 2497 Hanwood

SARP10: These stations also need coating.



Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022



Q6: The lift station on 2109 Howell was not mentioned at all.

SARP10: There is no rehab for the 2109 Howell lift station in this contract. The plans for this station will be removed from the Bid Documents. We will issue a revised set of Bid Documents via addendum by Thursday 2/3/2022.

Q7: Will site visits be allowed?

SARP10: Yes. Coordinate with SARP10 prior to any site visits.



Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022



Section 2
00170.1 Introduction

00170 - Request for Bid

00170.1 Introduction

Sealed bids will be received at the Office of the City of Memphis Environmental Administration, Room 620, City Hall, 125 N. Main, Memphis, TN 38103, until **3:00 p.m. local time, ~~January 27~~ February 10, 2022** for furnishing the City of Memphis with the following:

FOR THE DIVISION OF: PUBLIC WORKS FOR THE CONSTRUCTION OF:
SARP10 Program **Lift Station Rehab Construction Group 2**

The Sealed Bid envelope must be labeled with the project name, bidder's name, license bidder number, license expiration date, license classification. The Sealed Bid envelope must contain one (1) hardcopy of the bid and one (1) electronic flash drive copy of the bid.

Sealed Bids sent through the mail or other such delivery service shall be sent in such a manner so as to allow the opening of the "Mailing Container" and still have intact the sealed Bid. On the Mailing Container the sender shall state the words that a **"SEALED RESPONSE IS ENCLOSED"** and the Bid number.

Subcontractors intending to bid on this project must follow the instructions for Registration as stated in the Advertisement Legal Notice Request for Bid No. **410528.71.0417** (dated December 3, 2021). Registration information must be submitted by **January 6, 2022**.

00170.2 Program Overview

The Program consists of the management of the capital program needed to bring the City's wastewater and sewer system into compliance with federal and state regulations per the City of Memphis Wastewater Collection and Transmission System (WCTS) Condition Assessment and Rehabilitation Program Consent Decree signed on September 21, 2012, including the procurement of studies, design and construction services associated with the City of Memphis SARP10 Program.

00170.3 Scope of Work

The scope of work for this project includes rehabilitation of eleven (11) lift stations at various locations. Each lift station has varying amounts and types of rehabilitation needed. The work includes, but is not limited to, electrical equipment replacement, pump motor replacement, bypass tee installation, complete lift station relocation or replacement, new force main installation, wet well & drywell coating, erosion control, traffic control, and site prep & restoration.

00170.4 Bid Guarantee Requirements

Guarantee Requirements:

- a) Bidder will not withdraw bid for one hundred eighty (180) calendar days after opening of bids without Purchaser's written consent.
- b) If bid is accepted, bidder will enter into formal Subcontract with Purchaser, within five (5) calendar days after receipt of Subcontract documents for execution.
- c) If bid is accepted, bidder will execute required 100% Performance/Payment Bond in accordance with Article 00571.4 and will obtain required insurance coverage in accordance with Article 00572.21 within ten (10) calendar days after receipt of Subcontract.
- d) All bids will require a bidder's bond or certified or cashier check made payable to the Purchaser on a solvent bank in the amount of 5% of the bid. Said instrument to remain in effect and will be returned only after the Subcontract has been fully executed and secured. Additionally, the successful bidder shall execute a performance bond in an amount equal to 100% of the Subcontract sum as security for the faithful performance of the Subcontract and for the payment of labor and material furnished and incorporated into the Work. The only acceptable form of instrument for this bid bond is bound herein, Article 00672.7.





Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022



Section 3
00170.8 Sub-Subcontractors

Bidder shall be liable to the Purchaser for full amount of proposal guarantee as representing damage to the Purchaser on account of default of bidder if:

- a) Bid is withdrawn within one hundred eighty (180) calendar days after receipt of bids without approval by Purchaser.
- b) Bidder fails to enter into contract with Purchaser and execute required Performance Bond and provide required insurance coverage within ten (10) calendar days subsequent to notice of award of the Subcontract.

**Firms desiring to submit a Bid should carefully review these instructions.
Compliance with all requirements will be solely the responsibility of the Respondent.**

00170.5 Request for Bid Definitions

Terms used in this Request for Bid documents are defined and have the meanings assigned to them as follows. The term "OCI", "Purchaser" or "Program Manager" means Overland Contracting Inc. The term "Respondent", "Firm", "Company", "Subcontractor" or "Bidder" means one who submits a Response for the purpose stated in this Solicitation Request for Bid documents. The terms "BID", "Response" or "Respondent's Response" mean all submittal documents provided by the Respondent as required by this Request for Bid. The terms "Request for Bid" or "Bid Documents" mean the documents included in this Request for Bid.

Every effort has been made to use industry-accepted terminology in this Request for Bid. Any statement in this document, which uses words such as "must", "shall", "should", "provide for" or "have/provide the capability of/for", means that compliance with the intent of the statement is mandatory and that failure by the Respondent to satisfy that intent may be cause for the Response to be rejected.

00170.6 Minority / Women Business Enterprise (M/WBE) Requirements

This section shall set forth the respondent's M/WBE Participation Plan that must be submitted and include: (1) the level and dollar amount of participation your firm anticipates to achieve in the performance of the Subcontract resulting from this RFB; (2) the type of Work to be performed by the M/WBE firms participating; and (3) the names of the M/WBE firms the Respondent plans to utilize in the performance of the Subcontract resulting from this RFB.

SARP10 DBE Participation Goal:
DBE minimum **20%**
(Vendors from the City of Memphis EBO list only)

00170.7 Clarification of Bid

Purchaser reserves the right to obtain clarification of any point in a Response or to obtain additional information as necessary to properly evaluate a particular Response. Failure to respond to such request for additional information or clarification in a timely manner may result in rejection of the Response.

00170.8 ~~Not Used~~ **Sub-Subcontractors**

No less than thirty percent (30%) of the total contract cost of the work shall be performed by the Subcontractor's own organization, thus limiting the total allowable amount of subletting to no more than seventy percent (70%) of the total subcontract cost of the work to be performed. At pre-construction the subcontractor shall submit copies of executed sub-subcontracts to the Purchaser.

If the Subcontractor shall sublet any part of this contract, the Subcontractor shall be as fully responsible to the Purchaser for the acts or omissions of the sub-subcontractor and of the persons either directly or indirectly employed by his sub-subcontractor as he is for the acts and omissions of persons directly employed by himself.

The use of sub-subcontractors listed by the bidder and accepted by the Purchaser prior to contract execution will be required in the performance of the work.





Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022



Section 4
00170.15 Selection Process and 00170.16 Selection Schedule

00170.13 Rejection of Responses

To the extent permitted by applicable local, state and federal laws and regulations, Purchaser reserves the right to reject any and all Responses, to waive any and all informalities not involving price, time, or changes in the Work with the successful Respondent, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Responses. Also, Purchaser reserves the right to reject a Response, in its sole discretion, if the City of Memphis believes that it would not be in its best interest to make an award to that Respondent.

Purchaser reserves the right to reject any Response if the evidence submitted by the Responder or if the investigation of such Respondent fails to satisfy Purchaser that such Respondent is properly qualified to carry out the obligations and to complete the Work contemplated therein. All Responses will be rejected if there is reason to believe that collusion exists among Respondents. Responses will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

00170.14 Other Items

This Bid does not commit Purchaser to enter into a Subcontract, nor does it obligate Purchaser to pay for any costs incurred in the preparation and submission of Responses or in anticipation of a Subcontract. Costs of preparing the Bid in response to this request are solely the responsibility of the Respondent.

By responding to this solicitation, the respondent attests that no employee of Black & Veatch, Overland Contracting, Allen & Hoshall, Allworld Project Management, Gresham Smith, Carter-Malone Group, or City of Memphis employee or any such person’s spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantially equivalent of the above, has an existing or pending, direct or indirect, financial interest in the respondent's business.

No Respondents to this solicitation shall discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

00170.15 Selection Process

Purchaser intends to select one Firm based on price and successful completion and approval of the OCI Registration process. There is a local contractor preference ~~of 5%. For evaluation purposes the 5% will be applied to the Total Estimated Unit Price Value, and presence evaluation that will follow the City of Memphis Ordinance #5389. The documents required by COM Ordinance 5389 must be submitted with the Bid Documents. Any Bid lacking the required documents, may be rejected as non-conforming to the Ordinance.~~

00170.16 Selection Schedule

The following schedule will be adhered to during the selection process. It is subject to change at the sole discretion of OCI.

Event	Completed By
Advertising Date	December 3, 2021
Pre-Bid Meeting	December 16, 2021
Registration Information submitted per 410528.71.0417 Advertisement	January 6, 2022
Last Date for Bidder Questions	January 6, 2022
Issue Addendum for answers to questions	January 20 February 3, 2022
Receive all Bids	January 27 February 10, 2022 by 3:00 pm local time



Event	Completed By
Public Opening	January 27 <u>February 10</u> , 2022 immediately following receipt of bids
Public Notice of Intent to Award	February 4 <u>February 15</u> , 2022
Preconstruction Meeting with Subcontractor	February 17 <u>March 3</u> , 2022
Tentative Notice to Proceed	February 17 <u>March 3</u> , 2022

00170.17 Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held at **9:00 A.M** (local time) via Microsoft Teams Meeting, on **December 16, 2021**. A dial-in number and PIN information will be posted to the SARP10 website, by 5:00P.M. December 15, 2021.





Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022



Section 5
00571.5.3 Construction Milestone Dates

00571.2 Not Used

00571.3 Payment Terms

The following payment terms shall apply in addition to the corresponding provisions contained in Article 00572.4 Invoicing and Payment.

The Parties will meet each month at an agreed time in order to determine the quantity of materials used and man-hours expended during the invoice period. The Parties will use the field progress measurement system to calculate that month's payment total by adding the Subcontract unit price totals based on actual Work completed.

00571.4 Security Instruments

Subcontractor shall give Purchaser separate performance and payment bonds in the format of AIA Document 312 - 2010 Performance Bond and Payment Bond, each in the amount of the Subcontract Price. Subcontractor shall submit the bonds to Purchaser by the due date specified in the Article titled "Schedule of Submittals and Applicable Liquidated Damages". The bonding company must be licensed to bond in the state in which the Project is located and must be rated "A" or better by A.M. Best and included in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

00571.5 Liquidated Damages

00571.5.1 General

Subcontractor's failure to meet the requirements identified in this Article 00571.5 will cause Purchaser to incur harm that will be very difficult to ascertain with certainty. The Parties therefore agree the liquidated damages specified in this Article 00571.5 represent a reasonable estimate of Purchaser's harm and are not intended as a penalty. Subcontractor's obligation to pay liquidated damages for breach of one specified requirement, does not relieve Subcontractor of its obligation to pay liquidated damages for breach of another specified requirement. Subcontractor's payment of liquidated damages for breach of the specified requirement is Purchaser's sole and exclusive remedy with regard to Subcontractor's breach of that requirement, except for any other express remedies stated in the Subcontract. If Purchaser terminates the Subcontract for cause, liquidated damages will cease to accrue after the termination date and Subcontractor's remaining liability will be calculated in accordance with Article 00572.17.

00571.5.2 Not Used

00571.5.3 Construction Milestone Dates

Each construction milestone subject to liquidated damages for late completion is listed in the article titled "Construction Milestone Completion Dates and Applicable Liquidated Damages". If all portions of the Work comprising the construction milestone do not meet the Subcontract requirements on the construction milestone completion date, liquidated damages will accrue for each failure as shown below.

Beginning on the first calendar day after the specified construction milestone completion date for each construction milestone and continuing **for thirty calendar days or** until the construction milestone is completed, **whichever is earlier**, delay liquidated damages will be assessed at the rate of one thousand (\$1,000) dollars per calendar day.

Beginning on the thirty first calendar day after the specified milestone completion date for each milestone and continuing until the milestone is completed, delay liquidated damages will be assessed at the rate of one thousand dollars (\$1,500.00) per calendar day.

00571.6 Taxes

Subcontractor shall pay all payroll and other related employment compensation taxes for Subcontractor's employees, federal, state and other taxes which may be assessed on Subcontractor's income from the Project, engineering and business license costs (collectively, the "Subcontractor Taxes"). Subcontractor shall administer and pay all sales, use, gross receipts and excise taxes (collectively, the "Project Taxes").





Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022



Section 6
00572.23 Governing Law and Disputes

00572.22 Audit

Purchaser reserves the right to audit the records of Subcontractor. Accordingly, Subcontractor shall make and keep as the same accrue, full and complete records and books of accounts of revenue and income, and costs and expenses that specifically relate to performance under this Subcontract. Records and books of account, together with any or all memoranda pertaining thereto that may be kept, maintained, or possessed by Subcontractor, shall be opened to examination during regular business hours by Purchaser or its representatives for the purposes of inspecting, auditing, verifying, or copying the same or making extracts therefrom. Subcontractor shall make and keep said records and books of account for a period of seven (7) years after the completion of the contract obligations of the final payment under the Subcontract, whichever is later.

00572.23 Governing Law and Disputes

Claims and disputes arising out of or relating to this Subcontract will be governed by the law of the State of ~~Missouri~~ Tennessee, USA, excluding provisions that would apply the law of another jurisdiction. Pending resolution of any claim or dispute and without prejudice to Subcontractor's rights, Subcontractor shall continue to perform as directed by Purchaser.

00572.24 Hazardous Conditions

00572.24.1 Subcontractor is not responsible for any Hazardous Conditions encountered in the performance of the Work at the Jobsite. Upon encountering any Hazardous Conditions, Subcontractor will stop services immediately in the affected area and duly notify Purchaser. For purposes of this Subcontract, Hazardous Conditions is defined as any materials, wastes, substances and chemicals deemed to be hazardous under any Applicable Law or the handling, storage, remediation, or disposal of which are regulated by Applicable Laws and applies to any hazardous or toxic substance, material, or condition present at the locations in which the Work is performed which was not brought onto such site or sites by Subcontractor for the exclusive benefit of Subcontractor.

00572.24.2 Subcontractor shall be obligated to resume the Work at the affected areas only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all Governmental Authority having jurisdiction over the location.

00572.24.3 Subcontractor will be entitled, to an adjustment in its compensation and all times for performance of the Work to the extent Subcontractor cost or time of performance have been adversely impacted by the presence of Hazardous Conditions, subject to submission of appropriate documentation by Subcontractor and Subcontractor's duty to mitigate.

00572.25 Force Majeure

00572.25.1 If Subcontractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control, the times for performance shall be reasonably extended by on a not less than day for day basis. By way of example and not of limitation, events that will entitle Subcontractor to an extension of the times for performance include without limitation acts or omissions of Owner or Purchaser, or anyone under Owner's control (including separate contractors), Hazardous Conditions, wars, terrorism, civil unrest, actions and inactions of delay of Governmental Authorities, floods, labor disputes and unrest, unusual delay in transportation, epidemics, earthquakes, tsunami, adverse weather conditions, and acts of God.

00572.25.2 In addition to Subcontractor's right to a time extension for those events set forth above, Subcontractor shall also be entitled to an appropriate increase in the compensation due to the impacts or delays arising from such events. Subcontractor will file all claims in accordance with Article 00572.13.



**Request for Bid
Lift Station Rehab Construction Group 2 Addendum No. 2 to
RFB No. 410528.71.0417
January 20, 2022**



**Section 7
00574.4 Work Hours**

00574 – Jobsite Operations Terms and Conditions

00574.1 Subcontractor Scope of Work

Except as expressly provided in this Subcontract, Subcontractor shall furnish all materials, tools, equipment, vehicles, supplies, services, labor and supervision required to perform the Work. Unless otherwise stated in this Subcontract, the Work includes unloading, off transport, hauling, receiving, storing, maintaining, protecting, erecting, installing, cleaning, adjusting, and all other work required to make the Work ready for use.

00574.2 Safety Requirements

00574.2.1 Subcontractor shall conduct all operations under this Subcontract in a manner that avoids the risk of bodily harm and damage to property. At a minimum, Subcontractor shall comply with the requirements of this Article 00574.2, Section 00575, the Loss Control Manual, and Owner's safety requirements. Subcontractor's failure to comply with the requirements of this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements constitutes a material breach of this Subcontract.

00574.2.2 When at the jobsite, Subcontractor shall continuously inspect all Work and conduct surveys of all Work areas to identify any unsafe condition and shall immediately take adequate precautions against any unsafe condition identified. Subcontractor is solely and exclusively responsible for the discovery and correction of such conditions. Subcontractor agrees that nothing contained in this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements shifts responsibility for bodily harm or damage to property sustained resulting from violation of those provisions from Subcontractor to Owner or Purchaser. Subcontractor remains solely and exclusively responsible for compliance with all safety requirements.

00574.2.3 Subcontractor shall immediately correct any unsafe condition identified by Purchaser. If, in Purchaser's sole discretion, Subcontractor has not taken sufficient precautions for the avoidance of bodily harm and damage to property, or in response to Purchaser's identification of an unsafe condition, Purchaser may stop the Work at Subcontractor's expense or implement suitable precautions at Subcontractor's expense, or both. Purchaser's right to stop the Work and to implement suitable precautions does not impose on Purchaser a duty to exercise those rights and does not relieve Subcontractor of responsibility for damage resulting from violation of this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements.

00574.2.4 Compliance with this Article 00574.2, Section 00575, the Loss Control Manual, and Owner's safety requirements is the minimum standard required of Subcontractor. Subcontractor is responsible for examining all Work-related requirements and determining whether additional or more stringent health and safety provisions are required or appropriate for the Work. Subcontractor shall notify Purchaser promptly in writing if a charge of noncompliance with this Article 00574.2, Section 00575, the Loss Control Manual or Owner's safety requirements has been filed against Subcontractor or a Sub-subcontractor in connection with the performance of the Work.

00574.3 Labor

Subcontractor shall designate a supervisor at the jobsite who has the authority to act on behalf of and to bind Subcontractor in all matters relating to or arising out of this Subcontract. The supervisor must be fluent in English. Subcontractor agrees to replace, at no cost to Purchaser, any Sub-subcontractor or any personnel of Subcontractor or Sub-subcontractor who Purchaser reasonably requests be replaced.

00574.4 Work Hours

Typical Work days consist of a Monday through Friday schedule with a 7am start at the earliest, and a 6pm finish at the latest. Saturday Work may be permitted as necessary. Sunday Work will not be permitted, unless deemed by the ~~Program Manager~~ Purchaser to be of a critical or emergency nature.



No Work is permitted on Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, Christmas Eve, Christmas and New Year's Day, during the Subcontract duration.

For weekend operations, requests must be submitted in writing by Thursdays at NOON.

In cases where the Program Manager Purchaser does not have the resources available to observe Saturday, Sunday, and/or night work, the request will be denied, and no time extension or impact will be considered.

Night Work, when deemed necessary by the Program Manager Purchaser; will be permitted as requested (48-hour advanced notice required). Noise attenuated equipment for night work is required when working in residential neighborhoods.

00574.5 Protection and Restoration of Property

00574.5.1 Subcontractor shall, at its expense, protect the Work, the environment, and all other property from hazards arising out of or relating to the Work and from natural elements. Subcontractor shall, at its expense, promptly repair or remove and replace any damage or loss and, to the extent practicable, restore property affected by the Work to its original condition, as determined by Purchaser. Subcontractor is solely responsible for protection of the Work until Final Completion.

00574.5.2 At the completion of the Work, Subcontractor shall remove all Subcontractor-furnished items that are not intended to become a permanent part of the project from the jobsite and shall remove and deposit in Subcontractor-furnished waste facilities all scrap, trash, waste materials, and debris resulting from the Work. Subcontractor shall thoroughly remove all accumulations of dust, scraps, waste, oil, grease, weld spatter, insulation, paint, and other foreign substances resulting from performance of the Work and shall restore all surfaces affected by those substances.