



**REQUEST FOR BID
FOR
LIFT STATION REHAB CONSTRUCTION GROUP 2**

Bid No. 410528.71.0417

December 3, 2021



City of Memphis, Tennessee

Black & Veatch and Overland Contracting Inc. (OCI), a subsidiary of Black & Veatch, are the Program Manager and Construction Manager respectively, for the SARP10 Program for the City of Memphis.

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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, 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.



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

00170.9 Responsiveness

Respondents should respond to all requirements of the Bid to the maximum extent possible and are required to clearly identify any limitations or.

00170.10 Examination of Request for Bid Documents

Before submitting a Response, each Respondent must:

- Study and carefully correlate the Respondent's observations and responses with the Bid Documents.
- Notify Purchaser of all conflicts, errors and discrepancies, if any; in the Bid Document submitted.
- Review the Loss Control Manual.

Respondents by and through the submission of their Response, agree that they shall be held responsible for having therefore familiarized themselves with the nature and extent of the requirements in the Bid Documents.

00170.11 Interpretations and Addenda

If any prospective Firm is in doubt as to the true meaning of any part of the Requirements for Preparing and Submitting Bid Submittal for the requested services, they may submit a written request (verbal requests will not be accepted) for an interpretation before the Last Date for Bidder Questions; as stated in 00170.16. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. Purchaser will not be responsible for any other explanations or interpretations of the proposed documents. Any requests not submitted within this time period will be deemed waived.

SUBMIT ALL QUESTIONS BY E-MAIL TO:

Attn: Justin Avent

justin.avent@greshamsmith.com

Cc: Ginny Dorsey

DorseyV@bv.com

Cc: Jerry Caldwell

CaldwellJ@bv.com

(Reference: SARP10 Program **Lift Station Rehab Construction Group 2, BID No. 410528.71.0417**)

All requests or questions should be clearly marked and must be received by Last Date for Bidder Questions, as stated in 00170.16. A response will be returned via addendum to all Firms along with the original question(s).

There shall be no communication between the Firm, their employees or subcontractors concerning this Bid to anyone within 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 except through Bently Green – Program Director or Jerry Caldwell – Project Manager. **Failure to comply with this requirement will be grounds for disqualification.**

00170.12 Modification or Withdrawal of Bid Submittals

Responses may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Response must be executed) and delivered to the place where Responses are to be submitted at any time prior to the submission deadline. A request for withdrawal or a modification must be in writing and signed by an authorized person. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Response will not prejudice the rights of a Responder to submit a new Response prior to the Response deadline. After expiration of the period for receiving Responses, only Purchaser may request clarifications or additional information.

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.

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, 2022
Receive all Bids	January 27, 2022 by 3:00 pm local time
Public Opening	January 27, 2022 immediately following receipt of bids
Public Notice of Intent to Award	February 1, 2022
Preconstruction Meeting with Subcontractor	February 17, 2022
Tentative Notice to Proceed	February 17, 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.



00270 - Instructions to Bidders

00270.1 Bidder's Compliance with Request for Bid

Provide the information requested and any supporting information necessary to permit a complete analysis of your bid. You acknowledge that preparation and submission of a bid will be at your sole cost and that you will treat this RFB and any resulting discussions as confidential. If you do not agree to treat this RFB and associated discussions as confidential, return the complete RFB to Purchaser and delete or destroy any copies you made.

00270.2 General Bid Parameters

Provide the information requested in Section 00270 and Section 00370 in the appropriate fields of Section 00370. Complete each line of Section 00370 in its entirety and submit it with your bid in accordance with Section 00170. Do not alter Section 00370 forms in any way or deviate from the terminology used or the unit of measure indicated when completing Section 00370. Submit Section 00370 forms in their original core application software, with no embedded programming and no permissive encoding restricting access to the data provided.

00270.2.1 Bidder's Contact Information

Include contact information for your representative in Article 00370.2.1. Your representative must have the appropriate expertise and authority to negotiate on behalf of your company.

00270.2.2 Addenda to Request for Bid

In Article 00370.2.2, list all addenda received from Purchaser and indicate "Yes" to show your receipt of and incorporation of the listed addenda into the proposal.

00270.3 Bid Pricing

You must include numerical values in the applicable fields of Table 00370.3.1. Non-numerical values, such as "included" or "not applicable," are not acceptable. Purchaser will evaluate fields left blank or filled with a zero as scope included in your bid at no cost.

00270.3.1 Unit Pricing

Provide the unit prices to perform the Work in accordance with this RFB in Table 00370.3.1. A unit price is the total amount to be billed to Purchaser for a specific unit of work. Unit pricing includes all costs, overhead, profit and mark-up associated with delivering the complete unit.

00270.4 Supplemental Bid Information

00270.4.1 Company Status

In Article 00370.4.1, indicate the type of your organization's legal entity and the state and country in which it is organized.

00270.4.2 Contractor License

If you are not licensed to perform the Work, indicate "No" in Article 00370.4.2.

00270.4.3 Not Used

00270.4.4 Bid Validity Period

Indicate "Yes" in Article 00370.4.4 if your proposal is valid for one hundred eighty calendar days after the Proposal Due Date (the "Proposal Validity Period"). Purchaser may reject your proposal without prior notice if your proposal is not valid for the full Bid Validity Period.

00270.4.5 Firm Non-Escalatable Pricing

Indicate "Yes" in Article 00370.4.5 if the proposal pricing is firm and not subject to escalation.



00270.4.6 Taxes

Tax requirements are identified in Article 00571.6. Indicate "Included" in Article 00370.4.6 if your proposal includes the tax requirements.

00270.4.7 Work at Jobsite

Identify the type of craft labor. If you plan to subcontract any of the Work, indicate "Yes" in the appropriate section of Article 00370.4.7 and complete Table 00370.4.7.

00270.5 Schedule Compliance

Indicate "Yes" in Article 00370.5 if you can meet the schedule dates included in Table 00370.5. If you indicate "No," submit an alternative summary level schedule with your proposal.

00270.6 Compliance with Request for Bid

00270.6.1 Not Used

00270.6.2 Not Used

00270.7 Bid Attachments

List any supplemental documents included in your bid in Article 00370.7.

00270.8 Declarations

Indicate "Yes" in Article 00370.8 to confirm you have familiarized yourself with the conditions affecting the Work.

00270.9 Nondiscrimination

All entities contracting with the Purchaser agree to abide by and to take affirmative action when necessary to ensure compliance with the nondiscrimination clauses set out below and agree to show proof of non-discrimination upon request and to post in conspicuous places available to all associate agents and their employees. In the event of non-compliance with nondiscrimination clauses, or with provisions of Executive Orders 11141 (age), 11246, 11375 (women), 12086 (Vietnam veterans), 11478 (federal employees), 11625 (minority business) 11701 (veterans), Title 41, Chapter 60 (handicapped) and specifically the handicapped affirmative action clause in Section 60-741.6.9 of OFCCP Rules, and any and all other federal laws prohibiting discrimination, contracts may be canceled, terminated, or suspended in whole or in part by the Purchaser.

The Bidder shall execute the specified Nondiscrimination Certificate (see Section 00672.3) agreeing that, if awarded the Subcontract, he/she shall not discriminate against any Sub-subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex, in accordance with the citations listed in the above paragraph; and shall require the execution of such a certificate for each Sub-subcontractor prior to award of any subcontract with the further requirement that each subcontractor shall include identical requirements in any lower tier subcontracts which might in turn be made. FAILURE TO EXECUTE AND SUBMIT SUCH CERTIFICATE WITH THE BID MAY CAUSE THE BID TO BE REJECTED AS NON-CONFORMING. The successful Bidder and all Sub-subcontractors under the general contract shall maintain copies of their payrolls and all subcontracts for each weekly payroll period for the life of the construction and for a period of **SEVEN (7) YEARS** after final release and payment is made by the Purchaser to the contractor.

00270.10 Equal Business Opportunity Program (EBO)

The Bidder must complete and return the Equal Business Opportunity Program Compliance Form included in Section 00672.4 of this RFB.

00370 – Commercial Bid Form (10 pages)



00370 - Commercial Bid Form

Bidder should refer to Section 00270, Instructions to Bidders, when completing this Bid Form. Bidder shall complete this form entirely and return it with Bidder's Bid.

00370.1 Bid Submitted by	Bidder Response Column
Company Name	
Mailing Address/Number, Street	
Mailing Address/State, Zip Code	
Country	
Taxpayer ID Number (or EIN)	
Bidder's Bid Date	
Bidder's Bid No.	

00370.2 General Bid Parameters	Bidder Response Column
Bidder is providing the information defined by the articles comprising Section 00270, INSTRUCTIONS TO BIDDERS, in the corresponding fields of this Section 00370, COMMERCIAL BID FORM.	

00370.2.1 Bidder's Contact Information	
Bidder's Representative Name	
Title	
Mailing Address/Number, Street	
Mailing Address/City	
Mailing Address/State, Zip Code	
Delivery Address/Number, Street	
Delivery Address/State, Zip Code	
Country	
Email Address	
Phone Number () - ()	
Mobile Phone Number () - ()	
Fax Number () - ()	

Business Interruption Plan	
Confirm that Bidder maintains a Business Interruption/Disaster Recovery Plan that documents how Bidder will respond to disaster or pandemic to help minimize impact - Yes/No If Yes, plan should be submitted with RFB.	

00370.2.2 Addenda to Request for Bid			
Bidder acknowledges receipt and inclusion of the following Addenda to the RFB - Yes/No			
	Addenda Number	Date Issued	Received and Incorporated

00370.3 Bid Pricing Information	Bidder Response Column
00370.3.1 Bid Prices	See Attached Pricing Table(s) [Bidder to List Tables Used]

00370.4 Supplemental Bid Information	Bidder Response Column
Bidder provides the following information to supplement the Bidder's bid pricing.	

00370.4.1 Company Status	
Bidder's company status is: (i.e. partnership, individual owned, joint venture, corporation, etc.)	
in State of	
in Country of	

00370.4.2 Contractor License	
Bidder certifies that it is licensed, as required, to engage in the RFB Work scope in the State/Province/Country the RFB Work is to be performed. - Yes/No	
1st License Title	
in State/Province of	
License Number	
2nd License Title	
in State/Province of	
License Number	

00370.4.3 Not Used

00370.4.4 Bid Validity Duration

Bidder's bid is valid for acceptance by the Purchaser for a period of 180 days from the bid due date. - **Yes/No**

00370.4.5 Firm Non-Escalatable Pricing

All of Bidder's prices herein bid are firm and are non-escalatable. - **Yes/No**

00370.4.6 Taxes

Bidder's prices included herein are in accordance with Article 00571.6 Taxes. - **Yes/No**

00370.4.7 Work at Jobsite

Bidder's source of craft labor to be utilized in the performance of the Work is - **Open-Shop/Merit-shop/Union-shop**

If applicable, identify the local union(s) used for hiring craft labor: 1st Local Union Name

Address/Number, Street

Address/City, State, Zip Code

Phone

Email

2nd Local Union Name

Address/Number, Street

Address/City, State, Zip Code

Phone

Email

Bidder has accounted for all Jobsite existing and controlling conditions and limitations which may affect the Work performance and the Bidder's Bid. - **Yes/No**

Bidder proposes that it will perform all the Work at the Jobsite with its own forces. - **Yes/No**

Bidder has indicated proposed sub-subcontracted Work in attached Table 00370.4.7. - **Yes/No**

Bidder has provided proposed Small Business/Minority/Disadvantaged Entrepreneur Participation Plan with its bid. - **Yes/No**

00370.5 Schedule Compliance **Bidder Response Column**

Bidder agrees to meet the schedule dates indicated in the RFB documents: - **Yes/No**

If No, Bidder has completed and submitted an attached alternative summary level schedule: - **Yes/No**

00370.6 Compliance with Request for Bid **Bidder Response Column**

NOTE: A bid based on Bidder's standard terms and conditions will not be considered.

Bidder certifies that its bid complies with all RFB commercial and technical requirements. - **Yes/No**

00370.7 Bid Attachments **Bidder Response Column**

In addition to this Commercial Bid Form and Tables indicated herein, the Bidder's Bid contains supplemental information and details attached to this bid consisting of the following:

(Attachment 1)

(Attachment 2)

(Attachment 3)

(Attachment 4)

(Attachment 5) (Add additional lines as needed)

00370.8 Declarations **Bidder Response Column**

The Bidder declares that it has familiarized itself with the conditions affecting the Work. The Bidder also declares that only the persons or firms interested in the bid as principal or principals are named herein; that no other persons or firms have any interest in this bid or in the Subcontract to be entered into; that this bid is made without connection with any person, company, or party likewise submitting a bid; and that it is in all respects for and in good faith, without collusion or fraud. - **Yes/No**

If written notice of acceptance of this bid is delivered to the Bidder within "Bid Validity" days after the date set for receipt of bid, or any time thereafter before the bid validity expires, the Bidder will, within 5 days after receipt of a formal Subcontract for signature, exercise and deliver to Purchaser a signed Subcontract in the form provided by the Purchaser in accordance with the documents provided herein. - **Yes/No**

Bidder Authorized Signature:

[Signature Line]

**must be signed, not typed*

Table 00370.3.1 - Unit Price Bid Form

Bidder should refer to Section 00270, Instructions to Bidders, when completing this Bid Form. Bidder shall complete this form entirely and return it with Bidder's Bid.

Bid Submitted by: (Company Name)

00370.3 Bid Pricing Information

00370.3.1 Unit Pricing

Bidder proposes to complete the RFB Work based on firm, fixed, unit prices (US dollars), which prices multiplied by the final Work quantities would represent the full consideration to Bidder for its complete and satisfactory performance of the Work in compliance with all the terms and conditions of the RFB Documents. The Unit Prices in this Table include the cost of all the work which is required or implied by the RFB documents or which may be inferred therefrom, and which is customarily provided in furnishing a complete and finished work item of its kind. Further, any and all alterations, modifications, and adjustments to the work item, which is reasonably foreseeable or customarily encountered in providing and installing equipment, material, and services of the work item kind, will be performed without additional compensation.

In the event of a Purchaser-approved change in the scope of Work for which a unit price from this Table is not applicable, as determined by the Purchaser, the Subcontractor shall provide a new unit price for review and acceptance by the Purchaser. Subcontractor shall provide all information requested by the Purchaser to substantiate the value of the new unit price.

00370.3.1.1 Unit Prices Breakdown **Bidder Response Columns**

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
-------------	------------------	-----------------	--------------------	------------	-----------------

71.0417 Lift Station Rehab Construction Group 2

1250 West Mitchell

02530-6.01	Bypass Tee Assembly	EA	1	\$ -	\$ -
02530-6.02	Combination Air Valve Assembly	EA	1	\$ -	\$ -
02530-6.03	Bypass Pumping	LS	1	\$ -	\$ -
02530-6.04	Wet Well Piping Replacement	LS	1	\$ -	\$ -
	Pump Station	LS	1	\$ -	\$ -

1250 West Mitchell Subtotal Estimated Unit Price Value \$ -

1585 West Mitchell

02530-6.01	Bypass Tee Assembly	EA	1	\$ -	\$ -
02530-6.02	Combination Air Valve Assembly	EA	1	\$ -	\$ -
02530-6.03	Bypass Pumping	LS	1	\$ -	\$ -
02820-5.01	7' High Chain Link Fence	LF	160	\$ -	\$ -
02820-5.02	7' High x 14; Width Fence Gates	EA	1	\$ -	\$ -
	Pump Station	LS	1	\$ -	\$ -

1585 West Mitchell Subtotal Estimated Unit Price Value \$ -

2109 Howell

02530-6.01	Bypass Tee Assembly	EA	1	\$ -	\$ -
02530-6.02	Combination Air Valve Assembly	EA	1	\$ -	\$ -
02530-6.03.01	4" Gate Valves	EA	1	\$ -	\$ -
02530-6.03.02	4" Check Valves	EA	2	\$ -	\$ -
02530-6.04	Bypass Pumping	LS	1	\$ -	\$ -
02530-6.04	4" DIP Force Main, Pressure Class 350	LF	50	\$ -	\$ -
02920-5.01	Seeding (with mulch)	KSF	1	\$ -	\$ -
02920-5.02	Seeding (without mulch)	KSF	1	\$ -	\$ -
02920-5.03	Biodegradable Fabric	KSF	1	\$ -	\$ -
11310-5.01	Pumps and Controls	LS	1	\$ -	\$ -
	Pump Station	LS	1	\$ -	\$ -

2109 Howell Subtotal Estimated Unit Price Value \$ -

4486 Window

02530-6.01	Bypass Tee Assembly	EA	1	\$ -	\$ -
02530-6.02	Combination Air Valve Assembly	EA	1	\$ -	\$ -
02530-6.03	Bypass Pumping	LS	1	\$ -	\$ -
02530-6.04	4" DIP Force Main, Pressure Class 350	LF	10	\$ -	\$ -
02530-6.05	Wet Well Piping Replacement	LS	1	\$ -	\$ -
	Pump Station	LS	1	\$ -	\$ -

4486 West Mitchell Subtotal Estimated Unit Price Value \$ -

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
5230 Raleigh Millington					
02530-6.01	Bypass Tee Assembly	EA	1	\$ -	\$ -
02530-6.02	Combination Air Valve Assembly	EA	1	\$ -	\$ -
02530-6.03.01	Gate Valves	EA	6	\$ -	\$ -
02530-6.03.02	Check Valves	EA	2	\$ -	\$ -
02530-6.04	Bypass Pumping	LS	1	\$ -	\$ -
02530-6.05	Dry Pit Piping Replacement	LS	1	\$ -	\$ -
02920-5.01	Seeding (with mulch)	KSF	1	\$ -	\$ -
02920-5.02	Seeding (without mulch)	KSF	1	\$ -	\$ -
02920-5.03	Biodegradable Fabric	KSF	1	\$ -	\$ -
11311-5.01	Pumps and Controls	LS	1	\$ -	\$ -
	Pump Station	LS	1	\$ -	\$ -
5230 Raleigh Millington Subtotal Estimated Unit Price Value					\$ -

450 Jack Carley					
01501-01	Erosion Control	LS	1	\$ -	\$ -
01501-02	4-Inch PVC Force Main	LF	20	\$ -	\$ -
01501-03	Miscellaneous Valves (By- Pass Tee Assembly)	EA	1	\$ -	\$ -
01501-04	Wetwell and/or Sewer Manhole Abandonment	LS	1	\$ -	\$ -
01501-05	Gravel Surface at Pump Station Sites	CY	16	\$ -	\$ -
01551-6.01	Traffic Control	LS	1	\$ -	\$ -
02230-01	Clearing and Grubbing	LS	1	\$ -	\$ -
02530-6.03.15.08.04	8-inch Polyvinyl Chloride (PVC) Pipe (14.1' - 18' Deep)	LF	20	\$ -	\$ -
02530-6.05	Pavement Backfill	CY	5	\$ -	\$ -
02530-6.06	By-Pass Pumping	LS	1	\$ -	\$ -
02531-4.01.B	Precast Manhole Installation (Wetwell)	VF	20	\$ -	\$ -
02533-4.01.A	Cementitious Manhole / Wetwell Coating	VF	20	\$ -	\$ -
02533-4.01.C	Invert and Bench Replacement	EA	1	\$ -	\$ -
02533-4.01.D	Reset / Reseal Manhole Frame and Cover	EA	1	\$ -	\$ -
02544-4.01.A	GPS Coordinates of Manhole Cover	EA	1	\$ -	\$ -
02544-4.01.C-1	MACP Level 2 Manhole Inspections - No 3D Scan	EA	1	\$ -	\$ -
02630-4.01.A	Site Preparation and Restoration	LS	1	\$ -	\$ -
02631-01	Undercut Backfill	TON	10	\$ -	\$ -
02950-4.01.A-1	Asphaltic Concrete Pavement Removal and Replacement	SY	1	\$ -	\$ -
11312-01	Wetwell Mounted Pump Station with Duplex Non-Clog Pumps, including Instrumentation, Controls, and Electrical; (Note: includes the flood light and wood pole assemble per Special Conditions 01501)	LS	1	\$ -	\$ -
	Generator Plug and transfer switch	LS	1	\$ -	\$ -
450 Jack Carley Subtotal Estimated Unit Price Value					\$ -

5730 Saranac					
01501-01	Erosion Control	LS	1	\$ -	\$ -
01501-02	4-Inch PVC Force Main	LF	20	\$ -	\$ -
01501-03	Miscellaneous Valves (By- Pass Tee Assembly)	EA	1	\$ -	\$ -
01501-05	Gravel Surface at Pump Station Sites; 8-inch Depth	CY	12	\$ -	\$ -
01551-6.01	Traffic Control	LS	1	\$ -	\$ -
02230-01	Clearing and Grubbing	LS	1	\$ -	\$ -
02530-6.06	By-Pass Pumping	LS	1	\$ -	\$ -
02533-4.01.A	Cementitious Manhole / Wetwell Coating	VF	14	\$ -	\$ -
02544-4.01.A	GPS Coordinates of Manhole Cover	EA	1	\$ -	\$ -
02544-4.01.C-1	MACP Level 2 Manhole Inspections - No 3D Scan	EA	2	\$ -	\$ -
02630-4.01.A	Site Preparation and Restoration	LS	1	\$ -	\$ -
02820-4.01.A	Chain Link Fence	LF	100	\$ -	\$ -
02820-04.01.B	Fence Gate	EA	1	\$ -	\$ -
02920-05.01	Seeding (with mulch)	Unit	1	\$ -	\$ -
02921-05.01	Sodding	SY	1	\$ -	\$ -
11310-01	Wetwell Suction Lift Pump Station Repairs including Piping, Instrumentation, Controls, and Electrica; (Note: includes the flood light and wood pole assemble per Special Conditions 01501)	LS	1	\$ -	\$ -
	Generator Plug and transfer switch	LS	1	\$ -	\$ -
5730 Saranac Subtotal Estimated Unit Price Value					\$ -

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
5175 Jonetta					
01501-01	Erosion Control	LS	1	\$ -	\$ -
01501-02	6-Inch PVC Force Main	LF	50	\$ -	\$ -
01501-03	Miscellaneous Valves (By- Pass Tee Assembly)	EA	1	\$ -	\$ -
01501-05	Gravel Surface at Pump Station Sites; 8-inch Depth	CY	25	\$ -	\$ -
01501-07	Concrete Drive Apron	LS	1	\$ -	\$ -
01551-6.01	Traffic Control	LS	1	\$ -	\$ -
02230-01	Clearing and Grubbing	LS	1	\$ -	\$ -
02530-6.03.15.18.04	18-inch Polyvinyl Chloride (PVC) Pipe (14.1' - 18' Deep)	LF	25	\$ -	\$ -
02530-6.06	By-Pass Pumping	LS	1	\$ -	\$ -
02531-4.01.B	Precast Manhole Installation (Wetwell)	VF	23	\$ -	\$ -
02533-4.01.A	Cementitious Manhole / Wetwell Coating	VF	23	\$ -	\$ -
02544-4.01.A	GPS Coordinates of Manhole Cover	EA	1	\$ -	\$ -
02544-4.01.C-1	MACP Level 2 Manhole Inspections - No 3D Scan	EA	2	\$ -	\$ -
02630-4.01.A	Site Preparation and Restoration	LS	1	\$ -	\$ -
02631-01	Undercut Backfill	TON	20	\$ -	\$ -
02631-03	Soil Compaction Test	EA	4	\$ -	\$ -
02820-4.01.A	Chain Link Fence	LF	65	\$ -	\$ -
02820-4.01.B	Fence Gate	EA	1	\$ -	\$ -
02920-05.01	Seeding (with mulch)	Unit	1	\$ -	\$ -
02921-05.01	Sodding	SY	1	\$ -	\$ -
11312-01	Wetwell Mounted Pump Station Relocation and rebuild with Duplex Non-Clog Pumps, including Instrumentation, Controls, and Electrical; (Note: includes the flood light and wood pole assemble per Special Conditions 01501)	LS	1	\$ -	\$ -
	Wood fence and gates	LS	1	\$ -	\$ -
	Generator Plug and transfer switch	LS	1	\$ -	\$ -
5175 Jonetta Subtotal Estimated Unit Price Value					\$ -

4884 Hwy 61					
01501-01	Erosion Control	LS	1	\$ -	\$ -
01501-02	4-Inch PVC Force Main	LF	20	\$ -	\$ -
01501-03	Miscellaneous Valves (By- Pass Tee Assembly)	EA	1	\$ -	\$ -
01501-05	Gravel Surface at Pump Station Sites; 8-inch Depth	CY	30	\$ -	\$ -
01551-6.01	Traffic Control	LS	1	\$ -	\$ -
02230-01	Clearing and Grubbing	LS	1	\$ -	\$ -
02530-6.03.15.08.04	8-inch Polyvinyl Chloride (PVC) Pipe (14.1' - 18' Deep)	LF	15	\$ -	\$ -
02530-6.06	By-Pass Pumping	LS	1	\$ -	\$ -
02531-4.01.B	Precast Manhole Installation (Wetwell)	VF	19	\$ -	\$ -
02533-4.01.A	Cementitious Manhole / Wetwell Coating	VF	19	\$ -	\$ -
02544-4.01.A	GPS Coordinates of Manhole Cover	EA	1	\$ -	\$ -
02544-4.01.C-1	MACP Level 2 Manhole Inspections - No 3D Scan	EA	1	\$ -	\$ -
02630-4.01.A	Site Preparation and Restoration	LS	1	\$ -	\$ -
02631-01	Undercut Backfill	TON	5	\$ -	\$ -
02631-03	Soil Compaction Test	EA	4	\$ -	\$ -
02920-05.01	Seeding (with mulch)	Unit	50	\$ -	\$ -
02921-05.01	Sodding	SY	1	\$ -	\$ -
11312-01	Wetwell Mounted Pump Station Relocation and rebuild including Instrumentation, Controls, and Electrical; (Note: includes the flood light and wood pole assemble per Special Conditions 01501)	LS	1	\$ -	\$ -
	Retaining Wall with Handrail	LS	1	\$ -	\$ -
	Generator Plug and transfer switch	LS	1	\$ -	\$ -
4884 Hwy 61 Subtotal Estimated Unit Price Value					\$ -

4329 Wildwood					
01501-01	Erosion Control	LS	1	\$ -	\$ -
01501-02	4-Inch PVC Force Main	LF	15	\$ -	\$ -
01501-03	Miscellaneous Valves (By- Pass Tee Assembly)	EA	1	\$ -	\$ -
01501-05	Gravel Surface at Pump Station Sites; 8-inch Depth	CY	16	\$ -	\$ -
01551-6.01	Traffic Control	LS	1	\$ -	\$ -
02230-01	Clearing and Grubbing	LS	1	\$ -	\$ -
02530-6.03.15.08.04	8-inch Polyvinyl Chloride (PVC) Pipe (14.1' - 18' Deep)	LF		\$ -	\$ -

Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
02530-6.06	By-Pass Pumping	LS	1	\$ -	\$ -
02533-4.01.A	Cementitious Manhole / Wetwell Coating	VF	18	\$ -	\$ -
02544-4.01.A	GPS Coordinates of Manhole Cover	EA	1	\$ -	\$ -
02544-4.01.C-1	MACP Level 2 Manhole Inspections - No 3D Scan	EA	1	\$ -	\$ -
02630-4.01.A	Site Preparation and Restoration	LS	1	\$ -	\$ -
02820-4.01.A	Chain Link Fence	LF	45	\$ -	\$ -
02920-05.01	Seeding (with mulch)	Unit	1	\$ -	\$ -
02921-05.01	Sodding	SY	1	\$ -	\$ -
11310-01	Wetwell Mounted Pump Station Relocation and rebuild with Duplex Non-Clog Pumps, including Instrumentation, Controls, and Electrical; (Note: includes the flood light and wood pole assemble per Special Conditions 01501)	LS	1	\$ -	\$ -
	Generator Plug and transfer switch	LS	1	\$ -	\$ -
4328 Wildwood Subtotal Estimated Unit Price Value					\$ -
2497 Hanwood					
01501-01	Erosion Control	LS	1	\$ -	\$ -
01501-03	Miscellaneous Valves (By- Pass Tee Assembly)	EA	1	\$ -	\$ -
01551-6.01	Traffic Control	LS	1	\$ -	\$ -
02230-01	Clearing and Grubbing	LS	1	\$ -	\$ -
02530-6.06	By-Pass Pumping	LS	1	\$ -	\$ -
02531-4.01.A	Precast Manhole Installation (Wetwell)	VF	16	\$ -	\$ -
02533-4.01.A	Cementitious Manhole / Wetwell Coating	VF	16	\$ -	\$ -
02544-4.01.A	GPS Coordinates of Manhole Cover	EA	1	\$ -	\$ -
02544-4.01.C-1	MACP Level 2 Manhole Inspections - No 3D Scan	EA	1	\$ -	\$ -
02630-4.01.A	Site Preparation and Restoration	LS	1	\$ -	\$ -
02631-01	Undercut Backfill	TON	1	\$ -	\$ -
02631-03	Soil Compaction Test	EA	1	\$ -	\$ -
15010-	Wetwell Mounted Pump Station Replacement with Duplex Non-Clog Pumps, including Instrumentation, Controls, and Electrical; (Note: includes the flood light and wood pole assemble per Special Conditions 01501)	LS	1	\$ -	\$ -
	Generator Plug and transfer switch	LS	1	\$ -	\$ -
	6" Force Main Sliplining - new 4" PE Fusion Weld Joint Pipe	LF	315	\$ -	\$ -
2497 Hanwood - Subtotal Estimated Unit Price Value					\$ -
71.0417 Lift Station Rehab Construction Group 2 - Total Estimated Unit Price Value					\$ -

00370.7 Schedule Compliance

00370.7.1 Construction Milestone Completion Dates and Applicable Liquidated Damages

Item	Milestone Description	Construction Milestone Completion Date	*LDs Apply?	Bidder Complies? (Yes/No)
1	Substantial Completion ¹ of Work under this Subcontract	510 calendar days after Notice to Proceed	Yes	
2	Final Completion ² of all Work under this Subcontract	540 calendar days after Notice to Proceed	Yes	

In accordance with Subcontract Article 00574.4 Work Hours, the Work will be completed by **TBD**.

*LD indicates that completion of the Work after the "Construction Milestone Completion Date" is subject to liquidated damages per applicable Articles of Section 00571.

*Note: Subcontractor performance will directly impact future procurements for the SARP10 Program, schedule is critical and must be maintained.

¹ Substantial Completion is defined as the date the project is sufficiently complete, in accordance with the construction contract documents, so that the owner may use the facilities for the intended purpose.

² Final Completion is defined as: (a) the Work is complete and complies with the requirements of this Subcontract; and (b) Subcontractor has fulfilled all its obligations under this Subcontract except obligations that survive completion of the Work.

00370.8 Schedule of Submittals							
Effective Date: TBD							
The following are post-award Subcontract submittals. This list is not all-inclusive. The RFB documents contain submittal requirements that are not included in this list. It will, however, remain the successful Bidder's responsibility to comply with submittal requirements whether or not the submittal is included in the following list:							
Item	Reference Section	Submittal Item	Submittal Dates			Due Date	Bidder Agrees? Yes/No
			Calendar Days		Event		
00370.8.1 Commercial Submittals							
C01	None	Executed Subcontract in the form provided by the Purchaser	5	After	Receipt of Subcontract for Signature		
C02	00571	Payment Estimate Breakdown	10	After	Effective Date and Prior to First Payment with monthly updates		
C03	00571	Security Instruments	10	After	Effective Date		
C04	00572	Lien Waivers and Report of Disadvantaged Business Enterprise Participation Form		With	Each Invoice		
C05	00572	Final Lien Waivers from Subcontractor, Sub-subcontractors, and Sub-subcontractors' subcontractors and Report of Disadvantaged Business Enterprise Participation Form		With	Final Invoice		
C06	00571	Final Payment Invoice and Report of Disadvantaged Business Enterprise Participation Form	45	After	Issuance of the Notice Of Final Completion and Acceptance		
C07	00572	Contractor Licenses	14	Before	Mobilization Onsite		
C08	00572	Written Notice and Supporting Documentation, of all Claims	5	After	Occurrence of Event Giving Rise to the Claim		
C09	00572	Insurance Certificates for Purchaser Approval		Prior to	Mobilization		
C10	00572	Initial Issue Subcontractor's Work Execution Schedule	30	After	Effective Date		
C11	00571	Subcontractor Actual Man-hours Expended and Quantities Installed	Weekly	After	Mobilization Onsite		
C12	00575	Subcontractor's Daily Report	Daily	After	Mobilization Onsite		
C13	00575	Signed Daily Reports		Daily	After Mobilization Onsite		
C14	00575	Weekly Coordination Meeting Agenda Input	Weekly	Prior to	Weekly Coordination Meeting		
C15	00575	Subcontractor's Safety, Health and Accident Prevention Program		Prior to	Mobilization Onsite		
C16	00575	Subcontractor's Hazardous Waste Project Health and Safety Plan		Prior to	Mobilization Onsite		
C17	00575	Safety and Health Representative Resume		Prior to	Assignment and Mobilization		
C18	00575	Verification of meeting Hazardous Waste Requirements of 29CFR1910.120	5	Prior to	Mobilization Onsite		
C19	00575	Hazardous Materials Documentation		With	Each Hazmat Shipment		
C20	00575	Safety and Health Records	Monthly	After	Mobilization Onsite		
C21	00575	Evidence that Jobsite Personnel have Passed Drug Testing	10	Prior to	Mobilization Onsite		
C22	00575	Fall Protection Plan	5	Prior to	Starting Work Operations		

00370.8 Schedule of Submittals							
Effective Date: TBD							
The following are post-award Subcontract submittals. This list is not all-inclusive. The RFB documents contain submittal requirements that are not included in this list. It will, however, remain the successful Bidder's responsibility to comply with submittal requirements whether or not the submittal is included in the following list:							
Item	Reference Section	Submittal Item	Submittal Dates			Bidder Agrees? Yes/No	
			Calendar Days	Event	Due Date		
C23	00575	Chemical Hazard Communication Plan, as applicable	5	Prior to	Mobilization Onsite		
C24	00575	Substance Abuse Program	5	Prior to	Mobilization Onsite		
C25	00672.3	Certificate of Nondiscrimination for Subcontractor and Sub-subcontractors		With	Bid		
C26	00672.4	Equal Business Opportunity Program Compliance Form for Subcontractor and Sub-subcontractors		With	Bid		
C27	00672.7	Bid Bond		With	Bid		
C28	Technical	Technical Data Submittals	Weekly	After	Mobilization Onsite		Yes
Technical Submittals							
Refer to Technical Specifications for Technical Submittal requirements.							

00571 - Supplementary Terms and Conditions

00571.1 Notices and Correspondence

The parties agree to send all notices arising out of or related to this Subcontract by one of the following methods: (a) personal delivery; (b) certified mail with return receipt; (c) nationally recognized overnight mail or courier service, with delivery receipt requested; or (d) email. The parties may send routine correspondence by email or first-class mail, each without confirmation of receipt. The parties agree to address notices and correspondence as indicated in this article. Subcontractor agrees that delivery of a notice or of correspondence by Purchaser to Subcontractor's at the jobsite constitutes personal delivery.

Electronic Technical Correspondence

Addressed to Purchaser:

To: Jerry Caldwell
CaldwellJ@bv.com
Cc: Joe Collins
CollinsJJ@overlandcontracting.com

Addressed to Subcontractor:

To:

Cc:

Non-Electronic Technical Correspondence

Addressed to Purchaser:

Overland Contracting Inc.
845 Crossover Lane, Suite 120
Memphis, TN 38117
Attention: Jerry Caldwell
410528.71.0417

Addressed to Subcontractor:

Attention:
410528.71.0417

Electronic Commercial Correspondence (excluding invoices)

Addressed to Purchaser:

To: Ginny Dorsey
Dorsey@bv.com

Addressed to Subcontractor:

To:

Cc:

Non-Electronic Commercial Correspondence (excluding invoices)

Addressed to Purchaser:

Overland Contracting Inc.
8400 Ward Parkway
Kansas City, MO 64114
Attention: Ginny Dorsey
410528.71.0417

Addressed to Subcontractor:

Attention:
410528.71.0417

Electronic Invoices

Subcontractor will submit invoices via the web-based project management platform, Prolog. Invoices will be reviewed, and either approved or returned to Subcontractor for correction. The OCI Project Manager will forward invoices to Black & Veatch Accounts Payable, once they are approved.

In accordance with section 00572.4 Invoicing and Payment, each invoice must clearly show the invoice number, the complete Subcontract project number, the Purchase Order number, the Work covered by the invoice, taxes, and the billing period (if applicable).



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 until the construction milestone is completed, 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"). Subcontract price includes Subcontractor Taxes and all Project Taxes. Purchaser will not be responsible



for any additional charges related to tax that were not included as part of the Subcontract Price. Where applicable, Purchaser shall furnish to Subcontractor a certificate complying with state and local governmental laws, regulations and ordinances identifying any components of the Work to be considered exempt from the Project Taxes. Subcontractor shall cooperate with Purchaser to establish appropriate procedures and minimize the amount of such taxes to the extent reasonable and practical. Subcontractor is responsible for all property taxes on the construction equipment; Owner is responsible for property taxes on all other items incorporated into the project. Subcontractor shall notify Purchaser, and Purchaser shall have the right to review prior to Subcontractor's response to such document, of any correspondence with a federal or local taxing authority as it relates to sales and use, gross receipts, or excise taxes.

00572 - General Terms and Conditions

00572.1 Definitions

The terms below have the following definitions when used in this Subcontract:

"Applicable Laws" means all laws, statutes, regulations, codes, rules, treaties, ordinances, judgments, permits, decrees, approvals, interpretations, injunctions, writs, orders, or other legal requirements of a governmental body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing power and having jurisdiction over the jobsite or performance of the Work.

"Claims" means claims, actions, suits, liabilities, demands, damages, losses, costs, expenses (including reasonable attorneys' fees), impacts to price, impacts to schedule, awards, fines and judgments, of every kind and nature.

"Consent Decree" means the negotiated plan between Owner, Department of Justice, Environmental Protection Agency, Tennessee department of Environment and Conservation, and the Tennessee Clean Water Network that requires Owner to develop and implement plans to improve its wastewater systems.

"Final Completion" means: (a) the Work is complete and complies with the requirements of this Subcontract; and (b) Subcontractor has fulfilled all its obligations under this Subcontract except obligations that survive completion of the Work.

"Indemnified Parties" means Owner and its officials, Purchaser, Purchaser's engineer, and the parent companies, related companies, affiliated companies, subsidiaries, successors, and assigns of each, including the shareholders, officers, directors, partners, employees, and agents of each of the above firms. "Indemnified Parties" does not include Subcontractor or any Sub-subcontractor.

"Notice to Proceed" means to written notice provided by Purchaser to Subcontractor releasing Subcontractor to proceed with all or part of the Work.

"Owner" means the City of Memphis, Tennessee.

"Program Manager" means Black & Veatch Corporation or Overland Contracting Inc. (OCI).

"Purchaser" means the party so identified in the Subcontract Agreement.

"Subcontract" means the agreement between Purchaser and Subcontractor consisting of: (a) the Subcontract Agreement; (b) the documents listed in the Subcontract Agreement; (c) written Subcontract revisions; (d) attachments, appendices and exhibits to the Subcontract documents; (e) documents expressly incorporated by reference into the Subcontract; and (e) any requirements that can be reasonably inferred from any of the foregoing.

"Subcontract Agreement" means the Subcontract form executed by Purchaser and Subcontractor.

"Subcontractor" means the party so identified in the Subcontract Agreement.

"Sub-subcontractor" means any party, at any tier, having an agreement with Subcontractor or with a Sub-subcontractor, to perform a portion of the Work.

"Substantial Completion" means the project is sufficiently complete, in accordance with the construction contract documents, so that the owner may use the facilities for the intended purpose.

"Work" means that which Subcontractor is to perform or provide under this Subcontract.



00572.2 Interpretation

00572.2.1 This Subcontract is the complete and final agreement between the parties relating to the Work. All prior or contemporaneous negotiations and agreements relating to the Work are superseded by this Subcontract. Exceptions or terms submitted by Subcontractor in the course of accepting this Subcontract are void.

00572.2.2 Provisions of this Subcontract that contemplate performance or obligations subsequent to completion or termination of the Work or contain waivers or limitations of liability will survive such completion or termination. Termination of the Work will not affect the rights and obligations that arose before termination.

00572.2.3 If any provision of this Subcontract is held to be unenforceable, the remaining provisions of this Subcontract will remain in effect.

00572.3 Subcontractor's Status

Subcontractor is an independent contractor in the performance of the Work. Subcontractor is solely responsible for the means, methods, sequences, procedures, and safety precautions used or adopted by Subcontractor and any Sub-subcontractor in the performance of the Work. Except as provided in Article 00574.2 and 00574.3, Subcontractor has sole authority and responsibility to employ, manage, discharge, and otherwise control its employees.

00572.4 Invoicing and Payment

00572.4.1 Subcontractor shall submit invoices to Purchaser with all documentation required to be submitted with the invoice. Each invoice must be itemized by the Subcontract line number. Each invoice must also clearly show the complete Subcontract project number, the Purchase Order number, the invoice number, the billing period (if applicable), the invoiced amount, retention (if applicable), and the net amount due. The final invoice must contain a copy of Purchaser's notice of Final Completion.

00572.4.2 Subcontractor agrees to provide additional itemization of the Subcontract price as Purchaser reasonably requests. If payment to Subcontractor will be on a time and material basis or a unit price basis, or if Subcontractor files a Claim under Article 00572.13, Subcontractor shall furnish Purchaser complete breakdowns and supporting information in the detail required by Purchaser to verify the accuracy of the invoiced or claimed amounts. Purchaser or Purchaser's designee may audit the aforementioned records at Purchaser's expense.

00572.4.3 Payment by Purchaser does not: (a) constitute approval or acceptance of any portion of the Work; (b) waive any of Purchaser's rights; or (c) relieve Subcontractor from responsibility or liability arising out of or related to this Subcontract. Acceptance by Subcontractor of final payment constitutes a release and waiver of all Claims by Subcontractor against Indemnified Parties.

00572.4.4 Purchaser may withhold or set-off amounts due under this Subcontract on account of Claims arising out of or related to Subcontractor's breach or reasonably anticipated breach of this Subcontract.

00572.4.5 Once Work that has undergone specified QA/QC is submitted, reviewed and approved by the Program Manager, the Subcontractor's invoice will be submitted along with the Program Manager's next invoice to the Owner. The Program Manager's invoice is typically submitted during the second week of each month for work performed during the previous month. Typical payment from the Owner to the Program Manager is anticipated to be forty-five (45) calendar days upon Owner's acceptance of invoice, and the Program Manager will cause the Purchaser to pay the Subcontractor within two weeks of Program Manager's receipt of payment from the Owner.

00572.4.6 Subcontractor agrees that all payments received by Subcontractor under this Subcontract will first be used for, and constitute trust funds for, the payment of all labor and materials used in the Work.

Purchaser may, but is not obligated to, issue joint checks to Subcontractor and a Sub-subcontractor or make payment directly to a Sub-subcontractor. Purchaser will deduct amounts paid by joint check to Subcontractor and a Sub-subcontractor or paid directly to a Sub-subcontractor from payment due Subcontractor under this Subcontract. Purchaser may also deduct a reasonable fee to cover administrative costs for such payments. Subcontractor agrees to accept the issuance of joint checks and agrees with Purchaser that neither the right to issue nor the issuance of any joint check is intended to create any contractual relationship with a third party, or any third-party beneficiary rights to payment by Purchaser.

00572.5 Schedule

Performance of the Work as scheduled under this Subcontract is of the essence. Subcontractor shall give Purchaser written notice of any delay or anticipated delay within three calendar days after the occurrence of the event giving rise to the delay. Subcontractor's notice must identify the cause of the delay or the anticipated delay and the actions Subcontractor is undertaking to recover from or avoid the delay.

00572.6 Waivers of Lien

As a condition precedent to payment, Subcontractor shall furnish a lien waiver in the form of Article 00672.1 with each invoice except the final invoice. As a condition precedent to payment of the final invoice, Subcontractor shall furnish a lien waiver in the form of Article 00672.2 with the final invoice. If a lien is filed and Subcontractor does not remove or bond around the lien within seven calendar days after receipt of written notice from Purchaser or Owner, Purchaser or Owner may remove the lien. Subcontractor shall reimburse Purchaser or Owner, as applicable, for all costs and expenses incurred by Purchaser or Owner in removing the lien, including reasonable attorneys' fees and court costs.

00572.7 Assignment and Subcontracting

00572.7.1 Subcontractor may not assign all or part of this Subcontract voluntarily, by operation of law, or otherwise, nor may Subcontractor assign any of the money payable under this Subcontract, without obtaining Purchaser's prior written consent.

00572.7.2 Except for the supply of expendable materials and minor components or the supply of a portion of the Work for which a Sub-subcontractor is named in this Subcontract, Subcontractor may not subcontract the Work without first obtaining Purchaser's written consent. In addition, Subcontractor must obtain a safety prequalification for any Sub-subcontractor that will be performing any portion of the Work at the Jobsite, as outlined in Article 00575.9. If Subcontractor subcontracts any portion of the Work, Subcontractor remains responsible for complying with the Subcontract requirements and is liable to Purchaser for the acts and omissions of Sub-subcontractors, including their failure to comply with the requirements of this Subcontract or fulfill the obligations imposed on Subcontractor by this Subcontract, as if the acts and omissions were those of Subcontractor. Purchaser has the right to contact Sub-subcontractors to discuss their progress of the Work.

00572.8 Passage of Title, Risk of Loss, and Delivery

Subcontractor warrants that the Work (excluding Subcontractor-furnished items that are not intended to become a permanent part of the project) will be free of all liens, claims, charges, security interests, encumbrances or defects in title. Title to the Work (excluding Subcontractor-furnished items that are not intended to become a permanent part of the project) will pass to Purchaser upon the earlier of Subcontractor's receipt of payment or delivery of the Work to the jobsite. Subcontractor retains the risk of loss of the Work until Purchaser issues the notice of Final Completion. The terms of delivery have the meanings assigned them in the 2021 edition of the Incoterms published by the International Chamber of Commerce, except as modified in this Subcontract.

00572.9 Final Completion

Subcontractor shall notify Purchaser in writing when Subcontractor believes the Work meets the requirements for Final Completion. Purchaser will inspect the Work within ten calendar days after Purchaser's receipt of Subcontractor's notice. If Purchaser identifies any defective or non-conforming Work, Subcontractor shall correct that Work in accordance with Article 00572.10. Purchaser will issue a notice that Final Completion has been achieved when the Work meets the requirements for Final Completion. Purchaser's issuance of the notice of Final Completion does not relieve Subcontractor of its obligations under this Subcontract.

00572.10 Warranty

00572.10.1 Subcontractor warrants to Purchaser and Owner that the Work: (a) will be new when delivered to the jobsite; (b) will be free from defects in design, material, and workmanship; (c) will comply with Applicable Laws; (d) will comply with the requirements of this Subcontract; and (e) will be fit for the purposes specified. Subcontractor also warrants to Purchaser and Owner that elements of the Work for which this Subcontract does not establish express standards of quality and fitness will comply with good industry practices for the specific application. Subcontractor agrees that Owner may directly enforce the warranties of this Article 00572.10.1.

00572.10.2 Subcontractor shall correct any breach of this warranty within five calendar days after Purchaser gives Subcontractor written notice of the breach. The cost of warranty work and removal or replacement of other work will be at Subcontractor's expense. Subcontractor shall work diligently and without interruption to correct the breach. In the case of emergency where, in the reasonable judgment of Purchaser, delay could result in serious loss or damage to persons or property, Purchaser may correct the defect or nonconformity at Subcontractor's expense.

00572.10.3 The warranty for the Work extends until one year after Final Completion. The warranty applies to all repairs and replacements to the same extent the warranty applies to the original Work. The warranty period for repaired Work or replacements will be extended for a period of one year after the repair or replacement is complete or until the original warranty period expires, whichever occurs later.

00572.10.4 This project is being implemented to provide services to the City of Memphis, through the City's Program Manager, for implementation of the Consent Decree executed on September 20, 2012, civil action number 2:10-cv-02083-SHM-dkv (CD). The City negotiated the Consent Decree with the United States Environmental Protection Agency and the Tennessee Department of Environment and Conservation to implement an assessment and rehabilitation program of the City's wastewater collection and transmission system. Per section II, paragraph 5 of the Consent Decree all contractors performing work required by the Consent Decree must be notified by the City that a copy of the Consent Decree is posted on the City's webpage. This article provides the required notification. The Consent Decree may be reviewed by accessing the City's webpage at:

<http://www.memphistn.gov/Government/PublicWorks/ConsentDecree.aspx>

This page provides a link to the Consent Decree and associated documents. An explanation of each document is also provided. Click on any link to access. Alternatively, the Consent Decree is available at:

<http://www.sarp10.com/consent-decree/>

00572.10.5 Subcontractor acknowledges that Owner's failure to achieve 100 percent compliance with the Consent Decree requirements may result in the imposition of penalties, costs, and other damages imposed against the Owner and Purchaser. To the extent caused by Subcontractor's failure to perform the Work in accordance with this Subcontract or to the extent caused by the negligence of Subcontractor or any Sub-subcontractor, Subcontractor agrees to pay penalties and costs incurred by Owner and Purchaser under the Consent Decree.

00572.11 Compliance with Laws

00572.11.1 Subcontractor shall comply with all Applicable Laws in effect during its performance of Work, including but not limited to the City of Memphis Prevailing Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Subcontractor shall obtain all licenses, permits, and inspections applicable to the Work except for licenses, permits, and inspections identified in this Subcontract as Purchaser's or Owner's responsibility. Subcontractor shall also comply with the USA's Foreign Corrupt Practices Act.

00572.11.2 Purchaser and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-4.3(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

00572.11.3 Neither party shall engage in any conduct or activity in the performance of this Subcontract that constitutes a conflict of interest under Applicable Laws.

00572.12 Business Practices

00572.12.1 Subcontractor shall uphold the good name and reputation of Purchaser and shall not take any action which is intended to, or which causes damage to or discredits Purchaser. Subcontractor shall not:

- (a) Offer to give or agree to give any director, officer, employee or agent of any potential client a gift or consideration of any kind as an inducement or reward for: (i) doing or declining to do, or for having done or declined to do, any action in relation to obtaining or executing any contract or (ii) for showing or declining to show any favor or disfavor to any person in relation to any possible project; or
- (b) Induce or attempt to induce any officer, servant, or agent of any private or public body to depart from his or her duties to his or her client or, in the case of any officer, servant or agent of a public body, his or her duties to the applicable public body, the applicable body politic, or both.

00572.12.2 Subcontractor shall not engage or employ, on a full, part-time or any other basis during the term of the Prime Agreement and for a period of one year after the termination or expiration, any professional or technical personnel who are or have been at any time during the term of the Prime Agreement in the employ of Owner without the explicit written consent of Owner.

00572.12.3 Nondiscrimination:

(a) Subcontractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, creed, color, religion, ancestry, national origin, sexual orientation, sex, age, condition of physical or mental handicap, marital status, or political affiliation, in compliance with all Applicable Laws. Subcontractor shall certify, at Purchaser's request that it is in full compliance with all applicable EEO rules and laws.

(b) Purchaser and Owner reserve the right to investigate any claims of illegal discrimination by Subcontractor and in the event a finding of discrimination is made and upon written notification thereof, Subcontractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of Purchaser and Owner. Subcontractor's failure or refusal to do so shall be cause for termination of this Subcontract in accordance with the terms of this Subcontract.

00572.12.4 Purchaser is an affirmative action employer. Accordingly, the parties hereby incorporate by reference the requirements of Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 C.F.R. Part 471, Appendix A to Subpart A.

00572.12.5 Subcontractor represents and warrants that it has a code of conduct or other set of compliance requirements that is at least as broad as Purchaser's Code of Conduct for Global Business Relationships (hereinafter "Code of Conduct"), or that it will comply with Purchaser's Code of Conduct in all dealings that affect Purchaser. The Code of Conduct and its amendments are expressly incorporated herein by reference and full text of the same can be found at:

<https://www.bv.com/sites/default/files/reports-studies/Code-of-Conduct-for-Global-Business-Relationships>

00572.13 Claims

Subcontractor must give written notice, with appropriate supporting documentation, of all Claims for extra compensation or additional time for performance of the Work within three calendar days after occurrence of the event giving rise to the Claim. Subcontractor acknowledges that failure of Subcontractor to give Purchaser notice and appropriate supporting documentation within the required time frame constitutes a waiver of all Claims arising out of or related to the event.

00572.14 Subcontract Revisions and Work Authorizations

00572.14.1 Purchaser may make additions, deletions, reductions in scope, or other changes to the Work. If a proposed change will cause a material increase or decrease in Subcontractor's cost or time for performance, Subcontractor shall so notify Purchaser in writing, accompanied by supporting documentation, within three calendar days after Subcontractor's receipt of Purchaser's notice of change. If Purchaser agrees with Subcontractor's notice, the parties will negotiate an equitable adjustment to the Subcontract price, to the schedule, or both, in accordance with the Subcontractor's fee for overhead and profit as listed in Article 00572.14.2 below. These adjustments will be reflected in a written Subcontract revision.

00572.14.2 The Subcontractor's fee for overhead and profit shall be determined as follows:

For costs incurred for labor the maximum fee shall be fifteen percent to the Subcontractor or the Sub-subcontractor performing the Work.

For costs incurred for materials and equipment the maximum fee shall be five percent to the Subcontractor or the Sub-subcontractor providing the materials and equipment.

If applicable, the Subcontractor may receive an additional fee of five percent on labor or materials and equipment performed or provided by a Sub-subcontractor, as long as the total combined fee does not exceed fifteen percent.

00572.14.3 A written Subcontract revision is required before Subcontractor is entitled to payment for the Work performed under the Work authorization. Subcontractor will bear the expense of performing any change not supported by a written Work authorization or written Subcontract revision. Purchaser will not be liable to Subcontractor for Claims arising from a decrease in the Work. No change is effective without a written Work authorization or a written Subcontract revision issued by Purchaser.

00572.15 Non-Disclosure

Subcontractor shall not make any news releases, authorize or participate in any interview concerning this Subcontract, or issue other advertising pertaining to the project or this Subcontract without the prior written approval of Purchaser. Subcontractor shall treat all information provided by Purchaser as confidential and only disclose such information as necessary to perform the Work, and will require the employees, agents, and Subcontractors who need to know to adhere to the terms of this provision.

00572.16 Suspension of Work

Purchaser may, at any time and in its sole discretion, suspend performance of all or part of the Work by written notice to Subcontractor. If the suspension is unrelated to Subcontractor's failure to comply with this Subcontract, Purchaser will adjust the schedule to reflect the reasonable delay due to the suspension and will reimburse Subcontractor for the reasonable and direct additional costs incurred by Subcontractor due solely to the suspension. Subcontractor shall promptly resume performance of all or part of the suspended Work in accordance with Purchaser's written authorization to resume the Work.

00572.17 Termination for Cause

If Subcontractor defaults in any obligation under this Subcontract and does not cure the default within ten calendar days after receipt of Purchaser's written notice identifying the default, Purchaser may terminate all or part of the Work.

00572.18 Termination Without Cause

Purchaser may, at any time and in its sole discretion, terminate all or part of the Work. Subject to Subcontractor's compliance with this Subcontract, Subcontractor will recover from Purchaser, as the complete and final settlement for the terminated Work and all related Claims, a sum equal to Subcontractor's direct cost for the terminated Work satisfactorily performed as of the effective date of termination, plus an allowance for reasonable overhead and profit on such direct cost.

00572.19 Purchaser's Remedies

If Subcontractor by its action or inaction indicates that it is unable or unwilling to proceed with the Work in accordance with the schedule or if Purchaser intends to perform any corrective work under Article 00572.10, Purchaser may, upon written notice to Subcontractor, accomplish the Work in question by the most expeditious means available and back-charge Subcontractor for the costs incurred. Subcontractor shall pay all direct costs incurred by Purchaser under this Article 00572.19, including engineering (charged at \$100/hour), labor, material, transportation, insurance, subcontracts, tools, and equipment. Subcontractor shall also pay twenty-five percent of the direct costs incurred by Purchaser under this Article 00572.19 for Purchaser's overhead and general and administrative costs.

00572.20 Indemnity

00572.20.1 SUBCONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY CLAIM, LOSS, DAMAGE, EXPENSE, OR LIABILITY (INCLUDING ATTORNEYS' FEES AND COSTS OF ANY SUCCESSFUL ENFORCEMENT OF THIS INDEMNITY ARTICLE) ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE BY SUBCONTRACTOR OR ITS SUB-SUBCONTRACTORS, OR THEIR OFFICERS, EMPLOYEES, OR AGENTS.

00572.20.2 Providing that Purchaser is not in breach of its obligation to make payments to Subcontractor for the Work, Subcontractor shall indemnify, defend and hold harmless the Indemnified Parties from any claims or mechanic's liens brought against the Indemnified Parties or against the Project as a result of the failure of Subcontractor, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Purchaser that such a claim or mechanic's lien has been filed, Subcontractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Subcontractor fails to do so, Purchaser will have the right to discharge the claim or lien and hold Subcontractor liable for costs and expenses incurred, including attorneys' fees.

00572.20.3 Subcontractor will immediately notify Purchaser of any claim or suit made or filed against Subcontractor or its Sub-subcontractors in which Purchaser or Owner is named as a co-defendant.

00572.21 Insurance Requirements

00572.21.1 Subcontractor shall, at its sole cost, maintain insurance as required by this Subcontract and shall impose the obligations of this Article 00572.21.1 on all Sub-subcontractors. Subcontractor shall give Purchaser ACORD insurance certificates evidencing the required coverage by the due date identified in article titled "Schedule of Submittals" and as Purchaser may request from time to time. Insurance certificates shall specifically note "City of Memphis SARP10 Program" in the notes or description area. Subcontractor shall ensure the policies:

- (a) Contain a provision or endorsement that the coverage will not be cancelled, materially changed, or renewal refused unless the insurer gives at least thirty calendar days prior written notice to Purchaser.
- (b) Remain in effect through the warranty period if coverage is occurrence-based and remain in effect at least one year after expiration of the warranty period if coverage is claims-based.
- (c) Are primary with respect to insurance covering Indemnified Parties as additional insureds. All insurance carried by Indemnified Parties will be excess insurance.
- (d) Contain a waiver of all rights of subrogation by the insurance carriers in favor of Indemnified Parties.
- (e) Comply with all Applicable Laws of the jurisdiction in which any part of the Work is to be performed including, but not limited to, admitted and compulsory coverage.
- (f) Are rated "A-" or better by A.M. Best's "Insurance Guide and Ratings."

00572.21.2 Subcontractor shall maintain broad form commercial general liability insurance protecting Subcontractor, and Indemnified Parties as additional insureds (using endorsements CG 20 10 and CG 20 37 or their equivalent), against claims arising out of bodily injury or property damage arising from the Work. The policy must include a cross-liability or severability of interest clause, a per project aggregate endorsement, and coverage for personal injury liability, contractual liability, products and completed operations (covering lawsuits brought in the USA and the country of the jobsite), explosion, building collapse, and damage to underground property. The policy must include coverage for riggers liability if applicable to the Work. Subcontractor shall maintain policy limits of at least one million dollars for each occurrence.

00572.21.3 Subcontractor shall maintain worker's compensation insurance protecting Subcontractor against all claims under applicable worker's compensation laws, including, but not limited to, the United States Longshoremen's and Harbor Worker's Act and the Jones Act. If Subcontractor is required to maintain worker's compensation insurance in the USA, the worker's compensation insurance must contain an "all states" or "other states" endorsement. For Work performed in the USA, Subcontractor shall also maintain employer's liability insurance protecting Subcontractor against claims for injury, disease or death of employees which are not covered by the worker's compensation insurance. Subcontractor shall maintain worker's compensation policy limits as required by statute and, if applicable to this Subcontract, employer's liability policy limits of at least one million dollars for each occurrence.

00572.21.4 Subcontractor shall maintain comprehensive automobile liability insurance protecting Subcontractor, and Indemnified Parties as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, whether owned, non-owned, or hired. Subcontractor shall maintain policy limits of at least one million dollars for each occurrence.

00572.21.5 Subcontractor shall maintain umbrella liability insurance that follows the form of the commercial general liability insurance, the employer's liability insurance and the automobile liability insurance. The umbrella liability insurance must protect Subcontractor, and Indemnified Parties as additional insureds, against claims in excess of the limits of the commercial general liability insurance, the employer's liability insurance, and the automobile liability insurance. Subcontractor shall maintain policy limits of at least four million dollars for each occurrence.

00572.21.6 Subcontractor is responsible for maintaining any and all property insurance on their own equipment and shall require all Sub-subcontractors to do likewise.

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, 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.

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 to be of a critical or emergency nature.



No Work is permitted on 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 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; 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.

00575 - Safety, Health and Accident Prevention

00575.1 Project Safety and Health Program

Purchaser will implement and coordinate the overall Project Safety and Health Program as defined in the Loss Control Manual which is available for inspection at <http://www.sarp10.com/facts/>.

00575.2 Safety, Health, and Accident Prevention Program

00575.2.1 Subcontractor shall implement and maintain a written Safety, Health and Accident Prevention Program specifically applicable to the Work. Subcontractor's Safety, Health and Accident Prevention Program must meet the requirements of Applicable Laws and adhere to the Project Safety and Health Program, if implemented by Purchaser. Subcontractor shall submit Subcontractor's Safety, Health and Accident Prevention Program for Purchaser's review at least thirty calendar days before starting Work at the jobsite. Purchaser's review does not relieve Subcontractor of Subcontractor's sole responsibility for safety and health in relation to the Work, nor does Purchaser's review limit Subcontractor's obligation to undertake any action necessary to establish and maintain safe working conditions relating to the Work at the jobsite.

00575.2.2 Purchaser may monitor Subcontractor's safety and health performance and may require changes to Subcontractor's Safety, Health and Accident Prevention Program during the performance of the Work. Purchaser's monitoring and requirement of changes does not relieve Subcontractor of Subcontractor's sole responsibility for safety and health in relation to the Work, nor does Purchaser's monitoring and requirement of changes limit Subcontractor's obligation to undertake any action necessary to establish and maintain safe working conditions relating to the Work at the jobsite.

00575.3 Hazardous Waste Project Health and Safety Plan

00575.3.1 Subcontractor understands that the Work involves hazardous substances or hazardous wastes. Subcontractor shall comply with all Applicable Laws, Owner's facility rules and regulations, and applicable guidance documents. Subcontractor shall prepare and implement a jobsite-specific Hazardous Waste Project Health and Safety Plan, based on Subcontractor's Safety, Health and Accident Prevention Program and all written programs required by Applicable Laws. Subcontractor is responsible for the completeness and accuracy of Subcontractor's Hazardous Waste Project Health and Safety Plan. Subcontractor shall submit Subcontractor's Hazardous Waste Project Health and Safety Plan to Purchaser at least thirty calendar days before starting Work at the jobsite and shall maintain a copy at the jobsite for review by Purchaser, Owner, and regulatory personnel.

00575.3.2 Before starting Work at the jobsite, Subcontractor shall submit written verification that:

- (a) personnel assigned to the Work have received forty-hour health and safety training that meets the requirements of 29 CFR 1910.120(e) or 1926.65(e);
- (b) the assigned field supervisor has completed eight hours of supervisor training that meets the requirements of 29 CFR 1910.120(e)(4) or 1926.65(e)(4); and
- (c) personnel assigned to the Work are participating in a medical surveillance program that meets the requirements of 29 CFR 1910.120(f) or 1926.65(f).

00575.4 Protective Clothing, Equipment and Instrumentation

Subcontractor agrees to furnish special protective clothing, respiratory protective equipment, and monitoring instrumentation as required by Applicable Laws, the project's safety-related plans and programs, and Purchaser's and Owner's rules and regulations. Subcontractor shall ensure that personnel performing Work at the jobsite properly use the clothing, equipment, and instrumentation. Subcontractor shall furnish and maintain all safety equipment, including but not limited to, barriers, signs, warning lights, and guards necessary for adequate protection of persons and property.

00575.5 Safety and Health Representative

The Subcontractor shall identify a qualified person to be its representative for Environmental, Safety, Health & Security matter and make this person available as needed and requested by the Purchaser. The representative must have authority to correct unsafe conditions and to stop Work in the area of an unsafe condition. In addition, the representative shall routinely visit the jobsite.

00575.6 Safety and Health Goal

Subcontractor shall endeavor to attain the project's safety goal of zero injuries. Subcontractor shall maintain accurate accident and injury reports and shall furnish Purchaser a monthly summary of injuries and man-hours lost due to injuries by the third of each month. Subcontractor accident rates must be calculated monthly in accordance with the Bureau of Labor Statistics incident rate, frequency rate, and days away from work rate methods. If Subcontractor or Sub-subcontractor accident rates exceed the project's safety goal, Subcontractor shall take immediate corrective action, which may include, but is not limited to:

- (a) Submittal of a written corrective action plan to Purchaser by Subcontractor;
- (b) Additions or modifications to Subcontractor's Safety, Health and Accident Prevention Program;
- (c) Removal from the jobsite of any Subcontractor or Subcontractor personnel not implementing or following the necessary safety and health measures; and
- (d) Increasing the amount of Subcontractor safety and health training.

00575.7 Drug Prevention Program

As part of the Work, Subcontractor shall assist Purchaser in administering the project requirements for a drug detection and prevention program. Subcontractor agrees that all costs for drug testing and alcohol testing are included in the Subcontract price. Subcontractor must provide evidence to Purchaser that all personnel assigned to the Work at the jobsite have passed the drug test within three calendar days of completion of the test. The drug detection and prevention program will include, but will not be limited to, the following: (a) a pre-jobsite assignment test; and (b) post-jobsite assignment tests, such as reasonable suspicion tests, post-accident tests, and unannounced random drug tests of ten percent of the workforce on a monthly basis.

00575.8 Fall Protection

The OSHA Fall Protection Standard 29 CFR 1926 Subpart M shall be strictly adhered to by the Subcontractor. Fall protection is required for all of Subcontractor's Work operations one hundred percent of the time, whether climbing, traveling, or working. NO WORK OPERATION is exempt from the six (6) foot fall protection requirement.

Prior to starting work operations requiring fall protection, Subcontractor shall submit to Purchaser a fall protection plan. The fall protection plan shall include, but not be limited to, the following:

- Name of qualified person in charge of operation.
- Description of work operation.
- List of fall exposures.
- Description of fall protection methods used to eliminate fall exposures.
- Training and enforcement methods used to ensure employee compliance with the plan.

Fall protection body harnesses, lanyards, and lifelines shall be used in accordance with OSHA Standard 1926 Subpart 502D, with the following exceptions:

- Full body harnesses shall be used in lieu of safety belts.
- Only lanyards with shock absorbers and locking type snap hooks shall be used.
- At least two lanyards shall be used to provide one hundred percent fall protection when moving around obstructions, connection points, or other similar items.

Fall protection guardrail systems shall comply with OSHA Standard 1926 Subpart 502(b) except manila, plastic, or synthetic rope shall not be used as guardrails.

00575.9 Sub-subcontractor Safety Prequalification

Prior to any Sub-subcontractor performing Work on the Jobsite the Sub-subcontractor must obtain a Sub-subcontractor safety prequalification from Purchaser. In order to obtain the safety prequalification, Subcontractor or its Sub-subcontractor shall submit to Purchaser evidence that the Sub-subcontract has an Experience Modification Rating or equivalent rating of 1.0 or less and that incident rates (Recordable Incident Rate, Loss Time Incident Rate, and Days Away/Restricted or Job Transfer rate) are below the national average during the last three years. In addition, Subcontractor or Sub-subcontractor must submit sufficient information to allow Purchaser to evaluate any Occupational Safety and Health Administration (OSHA) violations received by Sub-subcontractor within the last three years and any other documentation Purchaser may reasonably require. Purchaser's safety manager will review the submission and provide a safety prequalification if Purchaser, in its sole discretion, determines the Sub-subcontractor meets Purchaser's safety requirements. Subcontractor or its Sub-subcontractor must submit the requirements prior to Sub-subcontractor first mobilizing to the Jobsite.

00575.10 Confined Spaces

All employees entering confined spaces and all attendants for such entries including supervisors shall receive confined space entry training and emergency rescue training at a minimum of once per year.

00575.11 Third Party Medical Triage

Subcontractor shall retain the services of a third-party medical triage company that meets the following criteria:

- Must employ medical doctors that understand occupational medicine and the rules set forth by OSHA for first aid treatment of work-related injuries and illnesses
- Ability to provide virtual real-time consultation with medical doctors for injury triage, with injured worker
- Available 24 hours a day, 7 days per week, and 365 days per year

Subcontractor shall require retention of identical services for each subcontractor, with the further requirement that each lower tier subcontractor shall include identical requirements in any lower tier subcontracts, which might in turn be made.

00672 - General Conditions Attachments

00672.1 Partial Waiver and Release of Lien Rights

**AFFIDAVIT AND PARTIAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS FOR SUBCONTRACTORS**

The undersigned, who is the _____ (designate title) of _____ which is the Subcontractor (designate whether subcontractor, supplier or otherwise) for the Lift Station Rehab Construction Group 2 (designate the type of work, supplies or services rendered) on the improvements constructed on the premises hereafter identified, declares that his or her contract with **Overland Contracting, Inc. (General Contractor)** is in the total amount of \$_____, which includes extras and all change orders to the date hereof.

The undersigned further states that as of _____ (date) the total value of work completed, and material stored is \$_____. Of this amount \$_____ has been received (the receipt and sufficiency of which is hereby acknowledged by the undersigned including \$_____ in payment of Payment Application or Invoice Number _____).

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the **City of Memphis (Owner)** and to **Overland Contracting, Inc. (General Contractor)** any and all claims and liens and rights to liens upon the premises described below and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the **City of Memphis (Owner)** or **Overland Contracting, Inc. (General Contractor)** or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Lift Station Rehab Construction Group 2

Address of Project:

City: Memphis **County:** Shelby **State:** TN **Zip Code:** _____

The undersigned further represents and warrants that he or she is duly authorized and empowered to sign and execute this waiver on his or her own behalf and on behalf of the company or business for which he or she is signing; that he or she has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner through the date of said payment application or invoice; that he or she has paid for all the labor, materials, equipment, and services that he or she has used or supplied to the above premises through the date of said payment application or invoice; that he or she has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against **Overland Contracting, Inc. (General Contractor)** as of the date of the aforementioned payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from his or her fully-paid or open stock or were fully paid for and supplied as stated on the payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify the **City of Memphis (Owner)** and **Overland Contracting, Inc. (General Contractor)** for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.



The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the contractors, **City of Memphis (Owner)** and **Overland Contracting, Inc. (General Contractor)**, their successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of this written contract or supplier's agreement (as the case may be) as modified or changed in writing with **Overland Contracting, Inc. (General Contractor)** or any subcontractor of **Overland Contracting, Inc. (General Contractor)** hereby acknowledging that said contract or supplier's agreement is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting the right to receive payment for work performed and properly completed and retainage, if any, after the date of the above-mentioned payment application or invoices.

Signed and delivered the _____ day of _____, 20____.

Company _____

By: _____
(Printed Name)

(Signature)

Title: _____

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, and acknowledged execution of the foregoing affidavit as his or her voluntary act and deed and further stated that the facts recited are true of his or her personal knowledge.

My Commission Expires: _____

Notary Public

Residence County/State: _____



00672.2 Final Waiver and Release of Lien Rights

**AFFIDAVIT AND FINAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS FOR SUBCONTRACTORS**

The undersigned, who is the _____ (designate title) of _____ which is the _____ Subcontractor _____ (designate whether subcontractor, supplier or otherwise) for the _____ Lift Station Rehab Construction Group 2 _____ (designate the type of work, supplies or services rendered) on the improvements constructed on the premises hereafter identified, declares that his or her contract with **Overland Contracting, Inc. (General Contractor)** is in the total amount of \$_____, which includes extras and all change orders to the date hereof.

The undersigned further states that as of _____ (date) all work on said project has been performed and completed in accordance with the plans and specifications for the project, and said work has been accomplished in accordance with the terms and conditions of his or her subcontract and those documents which, by reference, are a part of said subcontract. The total value of work completed and material stored is \$_____. Of this amount \$_____ has been received (the receipt and sufficiency of which is hereby acknowledged by the undersigned including \$_____ in payment of Payment Application or Invoice Number _____).

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the **City of Memphis (Owner)** and to **Overland Contracting, Inc. (General Contractor)** any and all claims and liens and rights to liens upon the premises described below and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the **City of Memphis (Owner)** or **Overland Contracting, Inc. (General Contractor)** or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: Lift Station Rehab Construction Group 2

Address of Project:

City: Memphis _____ County: Shelby _____ State: TN _____ Zip Code: _____

The undersigned further represents and warrants that he or she is duly authorized and empowered to sign and execute this waiver on his or her own behalf and on behalf of the company or business for which he or she is signing; that he or she has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner as required by the contract; that he or she has paid for all the labor, materials, equipment, and services that he or she has used or supplied to the above premises as required by the contract; that he or she has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against **Overland Contracting, Inc. (General Contractor)**; and that any materials which have been supplied or incorporated into the above premises were either taken from his or her fully-paid or open stock or were fully paid for and supplied as stated on the payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify the **City of Memphis (Owner)** and **Overland Contracting, Inc. (General Contractor)** for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.



The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the contractors, **City of Memphis (Owner)** and **Overland Contracting, Inc. (General Contractor)**, their successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of this written contract or supplier's agreement (as the case may be) as modified or changed in writing with **Overland Contracting, Inc. (General Contractor)** or any subcontractor of **Overland Contracting, Inc. (General Contractor)** hereby acknowledging that said contract or supplier's agreement is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, except retainage, if any, after the date of the above-mentioned payment application or invoices.

Signed and delivered the _____ day of _____, 20____.

Company _____

By: _____
(Printed Name)

(Signature)

Title: _____

Before me, the undersigned Notary Public in and for the said County and State, personally appeared _____, and acknowledged execution of the foregoing affidavit as his or her voluntary act and deed and further stated that the facts recited are true of his or her personal knowledge.

My Commission Expires: _____

Notary Public

Residence County/State: _____



00672.3 Certificate of Nondiscrimination

As Bidder, Contractor, or Subcontractor on Purchaser's Contract, **Lift Station Rehab Construction Group 2**

The undersigned states that it does not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. Not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national original or sex;
2. To maintain payrolls of laborers and mechanics employed on this contract until seven (7) years after final release and final payment by the City;
3. To require a similar certificate to be executed by each subcontractor at the time a subcontract is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tiers of subcontracts.
4. To conform to federal law, state statutes, executive orders, and local ordinances identified and listed under Non-discrimination.

Subcontractor's Name

Date

Signature

Printed or Typed Name and Title

**THIS FORM MUST BE SUBMITTED WITH THE BID OR
THE BID MAY BE CONSIDERED NON-CONFORMING.**



00672.4 Equal Business Opportunity Program

This form must be submitted with Bidder's bid. Failure to execute and submit this document with Bidder's bid may cause the Bid to be rejected as non-conforming. In addition, each Sub-Subcontractor must execute the form.

This Subcontract will be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity ("EBO") Program. It is up to the Respondent to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City's website at www.memphistn.gov under "Business – Contract Compliance". The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises ("M/WBE").

SARP10 DBE Participation Goal:

DBE minimum **20%**

(Vendors from the City of Memphis EBO list only)

Participation Plan

The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates achieving in the performance of contract resulting from this RFB; (2) the type of work to be performed by the M/WBE participation; and (3) the names of the M/WBE and/or DBE firm(s) the Respondent plans to utilize in the performance of the contract resulting from this RFB.

Eligible M/WBE and/or DBE Firms

To qualify as a M/WBE firm, per the requirements of City of Memphis Ordinance #5384, a firm must be included on the City of Memphis EBO list of certified M/WBE firms.

A list of the City's eligible M/WBE firms may be requested from Purchaser as a guide only. If a Bidder desires to utilize an M/WBE firm not included on the list, it is the Bidder's responsibility to confirm that the desired firm is certified by the City of Memphis. Such confirmation must be obtained from the City's Contract Compliance Office, in writing, before the bid/response due date. Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Ken Moody
City of Memphis, Contract Compliance Office
125 North Main Street, Suite 546
Memphis, TN 38103
Phone: (901) 576-6210
Fax: (901) 576-6560
Email: ken.moody@memphistn.gov

MINORITY/WOMEN BUSINESS ENTERPRISE COMPLIANCE FORM

SUBCONTRACT TITLE: Lift Station Rehab Construction Group 2

Project Participation Goal: DBE minimum **20%**

The following sections must be completed by Bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

Bidder's Name

Section A - If the Bidder is a certified firm, so indicate here with a check mark.

_____ MBE _____ WBE _____ DBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this Project. By submitting this Proposal, the Bidder commits to the use of the firms listed below.

\$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base Proposal

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$	%	M/WBE	DBE	<u>CERTIFIED SUBCONTRACTOR NAME, ADDRESS, TEL #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\$ _____ % _____ = **Total M/WBE and/or DBE**

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR THE PROPOSAL MAY BE CONSIDERED NON-CONFORMING



00672.5 Report of Disadvantaged Business Enterprise Participation Form (1 page)



PROJECT NUMBER: 410528.71.0417

SUBCONTRACTOR'S REPORT OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Project Name: Lift Station Rehab Construction Group 2 Month of _____, 2022

General Contractor: _____

Contact Person: _____ Telephone: _____

Address: _____ Email: _____

Amount of Subcontract: \$ _____ MBE %: _____ WBE %: _____

DBE Information: Circle Either MBE or WBE and Complete Form.

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

MBE / WBE Firm Name: _____ Contact Person: _____

Date of Award: _____ Contract Value: \$ _____

Completed to Date: \$ _____ Paid to Date: \$ _____

Work Description: _____ Telephone: _____

Amount Invoiced This Period: \$ _____ Email: _____

Attach additional pages as required.

General Contractor's Signature: _____ Date: _____

00672.6 Not Used



00672.7 Bid Bond

Know all men by these presents, that we, the undersigned,
_____ as

Principal, and _____ as surety,

Hereby held and firmly bound unto _____ as Owner on the sum of _____ 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 _____ day of _____, 2022.

This condition of the above obligation is such that whereas the principal has submitted to the Purchaser a certain bid, attached hereto and hereby made a part of hereof to enter into a contract in writing for the construction of:

SARP 10 Program 410528.71.0417 Lift Station Rehab Construction Group 2

Now therefore,

- A) If said bid shall be rejected, or in the alternative,
- 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), required insurance certificates, and shall furnish a Bond 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 Bond,

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 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 Purchaser may accept such bid; and said surety does hereby waive notice of any such extension.

In witness whereof, the principal and the surety 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 set forth above.

CONTRACTOR

SURETY

Contractor's Company Name

Surety Name

Signature (principal)

By: _____
Attorney in Fact - Signature

Printed or Typed Name and Title

Printed or Typed Name and Title



00672.8 Schedule Impact Due to Weather

Program Manager will determine Contractor’s entitlement to an extension of the Contract Time as a result of weather delays, based on the data included in Tables 1 and 2. Extensions of time will be granted at the discretion of the Program Manager for circumstances not covered by the flow chart.

The following rules apply to any analysis for weather related delays to this Project. Weather delay days may be awarded if the first two rules are met. Additional days may be awarded if conditions in Rule 3 are met for unusually heavy precipitation independent of Rules 1 and 2.

Rule 1: The average monthly precipitation amount must have been exceeded.

If the total amount of actual precipitation in a month exceeds the average for that month shown in Table 1, the first test has been met. Go to rule number 2. (Precipitation is defined as the quantity of water deposited by rain, hail, sleet, or snow.)

Rule 2: The number of days in a month with actual precipitation greater than the threshold amount shown in Table 2 has been exceeded.

The numbers of days with actual precipitation greater than the threshold amounts shown in Table 2 are eligible for award as weather delays days. Additional days may be awarded for unusually heavy precipitation independent of meeting the rules above.

Rule 3: Unusually heavy precipitation has occurred.

Precipitation greater than one inch in a single day may be justification for an additional day, time extension for each precipitation day. This rule may be applied singly but not in addition with any other rule.

**National Weather Service Data for
Memphis International Airport – Years 2009-2019**

Table 1

Average Precipitation by Month (In Inches)											
Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
3.66	5.26	5.75	6.30	5.84	4.59	4.74	3.75	2.61	3.85	4.55	5.05

Table 2

Average Number of Days with Precipitation Greater than 0.25 Inches											
Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
4	5	6	6	6	4	4	4	2	4	5	6

Any weather-related extension of Contract time shall be non-compensable. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather days is less than expected, shall contribute to the project float and shall not affect the Contract Times. Application for a weather-related extension of time shall be submitted to the Program Manager and shall state the extension requested and be supported by the relevant weather data.



00672.9 SARP10 Safety Guidelines

Black & Veatch Memphis SARP10 Safety Guidelines

Anyone working for the SARP10 Program must comply with these basic safety requirements, except where their individual employer's safety requirements are more stringent. It is the employer's responsibility to ensure that their employees are informed of the Project safety policies and that they work in compliance with the Program safety policies.

Black & Veatch is committed to the safety and health of all employees, subcontractors, vendors and visitors. In our effort to minimize hazards and provide the safest worksite possible, we expect all workers on the Program to know and practice the following safe work rules as a minimum. The following rules are not all inclusive.

Noncompliance with the Rules We Live By will result in removal from the Program.

Rules We Live By

- **Confined Spaces** - Comply with all requirements of Confined Space Entry permits and DO NOT enter a confined space without a permit.
- **Fall Protection** - Comply with the Fall Protection procedures when working above the applicable working height. Always use 100 percent of the fall protection techniques when tying off. Note: An open manhole is a fall exposure and must be protected.
- **Lock Out Tag Out (LOTO)** - Follow all Lock Out/Tag Out procedures at all times.
- **Trench and Excavation** - Do not start any excavation activities without a Trench & Excavation permit and comply with all requirements. Excavations must be properly sloped, shored or shielded before entering, and proper access/egress must be in place.
- **Drugs and Alcohol** - Drugs and alcohol have NO place in the work environment. Do NOT come to work if you are under the influence of illegal drugs or alcohol.
- **You** - Make a difference today. Don't walk by any unsafe situation and be a Safety Leader.

PPE Requirements

- Safety glasses with side shields, ANSI Z87.1 approved are mandatory on the worksite.
- Hard hats, ANSI Z89.1 approved, with no modifications or deformities are mandatory on the worksite.
- Good quality, over the ankle, work boots with safety toes (steel toe) are required. Sneakers of any kind are prohibited.
- High visibility work vests with reflective markings shall be worn in all construction areas. Must be ANSI Class II specification as and be fluorescent (orange or lime green)
- You are the person most responsible for your safety. Observe and obey all signs and barricades.

General Safety and Health Requirements

- 100% fall protection is required when working on unprotected surfaces at or above 6 feet. Full body harnesses and shock absorbing lanyards with double locking hooks are the only acceptable method of personnel fall protection.
- DO NOT use the top two steps of a step ladder or the top three steps of a straight ladder. Use the 3-point rule (both feet / one hand or two hands / one foot) when using ladders.
- When on site, be aware of moving vehicles and equipment. Before traveling in front of or behind pieces of equipment make eye contact with the operator and wait for an indication to proceed. Spotters are required at all times.
- DO NOT cross a red barricade without permission from the owner of that barricade.
- Immediately correct safety hazards if within your authority. If you cannot make the correction report it to your supervisor. Unresolved hazards or conditions not corrected by the previous methods must be brought to the attention of the Site Project Manager.
- Immediately report injuries, fires, spills, near misses, accidents or unsafe conditions or practices to the Safety Department.
- Pay attention to barricades, signs and announcements.



00770 – Loss Control Manual

The Loss Control Manual is available for viewing on the SARP10 website:

<http://www.sarp10.com/facts/>

Contact Juvenal (J) Borrero Jr., Safety Manager for additional information:

BorreroJ@bv.com

(913) 458-3928



Technical Specifications

PLEASE NOTE: The full resolution drawings and specifications in this RFB package will be provided on the SARP10 website. They are not included here due to overall file size.

