



**REQUEST FOR PROPOSAL
FOR
Front Street & Mud Island Interceptor Evaluation**

Proposal No. 179821.78.0029

December 8, 2015



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.

SARP10 Black & Veatch / OCI
3485 Poplar Avenue, Suite 230, Memphis, TN, 38111

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00180 - Request for Proposal

00180.1 Introduction

This Request for Proposal ("RFP") is comprised of the documents listed below:

179821.78.0029 Complete RFP // pdf Format
179821.78.0029 00380 Proposal Fill-In Form // xls Format
179821.78.0029 Maps Posted to the SARP10 Website

00180.2 Project 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.

00180.3 Scope of Work

The scope of work for this RFP is as follows:

This project consists of evaluating portions of the Front Street Interceptor (consisting of 68-inch to 84-inch pipes) and the Mud Island Interceptor (consisting of 24-inch to 60-inch pipes). The evaluation includes combination closed-circuit (CCTV) and sonar inspections for all pipe diameters, laser inspections for pipes 48-inches and larger, manhole inspections, and spot cleaning of sewer assets to facilitate assessment. The scope also includes sending divers into the Front Street manholes, removing manhole steps, and penetrating dives into the Front Street Interceptor. In addition, the divers will inspect a sluice gate at the southern end of the Front Street Interceptor.

00180.4 Proposal Submission Instructions

Digital Submission:

Proposals will be received at the office of SARP10 (Black & Veatch / OCI), Attn: Bently Green Program Manager, 3485 Poplar Avenue, Suite #230, Memphis TN, 38111. Proposals must be submitted in a digital format via CD, DVD, or flash drive. The digital submission must include one PDF document that includes all pages and documents of the proposal, and one Excel file of the Proposal Fill-In form. (Reference: *Front Street & Mud Island Interceptor Evaluation, PROPOSAL No. 179821.78.0029*)

One electronic copy shall be prepared and emailed to:

Program Mailbox: MemphisWCTS@bv.com

(Reference: *Front Street & Mud Island Interceptor Evaluation, PROPOSAL No. 179821.78.0029*)

PROPOSAL DUE DATE: 3:00 PM (local time), Tuesday, January 26, 2016

****Responses will NOT be accepted after 3:00 PM****

The Sealed Envelope or other container containing the PROPOSAL shall be marked at a minimum with the Respondent's name, the name of the Project and the PROPOSAL number. Sealed Statements that are 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 PROPOSAL. On the Mailing Container the sender shall state the words that a "**SEALED RESPONSE IS ENCLOSED**" and the PROPOSAL number.

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

00180.5 Request for Proposal Definitions

Terms used in this Request for Proposal documents are defined and have the meanings assigned to them as follows. The term "B&V/OCI", "Purchaser" or "Program Manager" means Black & Veatch / Overland Contracting Inc. The term "Respondent", "Firm", "Company", "Service Contractor" or "Bidder" means one who submits a Response directly to B&V/OCI for the purpose stated in this Solicitation Request for Proposal documents. The terms "Proposal", "Response", "PROPOSAL", or "Respondent's Response" mean all submittal documents provided by the Respondent as required by this Request for Proposal. The terms "Request for PROPOSAL" or "PROPOSAL Documents" mean the documents included in this Request for Proposal.

Every effort has been made to use industry-accepted terminology in this Request for Proposal. 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.

00180.6 Not Used

00180.7 Proposal Format

Proposals should be concise. Excessive language or unclear responses may jeopardize your Firm's point accumulation for the project. Proposals must comply with the format and content described in the following Sections. Dividers with tabs should separate each Section, and the tabs should be labeled with the Section numbers listed below. Proposals shall be limited to a maximum of 35 pages total for Sections I through IV (not including the front and back covers and the dividers). Section V shall be limited to 00380 Proposal Fill-In Form only. Do not include any information in your Proposal that is not specifically requested. Scoring methodology is identified in Section 00180.18. Failure of a respondent to include all listed items may result in the rejection of respondent's proposal.

Section I – Project Approach and Schedule

In this section, the respondent shall describe in detail its plans and approach for fulfilling the requirements reflected in the RFP. The RFP describes the minimum level of services to be provided by the respondent. The respondent must present respondent's understanding of the requirements and respondent's ability to fulfill all requirements successfully. The approach proposed by the respondent should demonstrate the respondent's ability to minimize costs, ensure compliance with the Consent Decree, and meet the proposed project schedule.

The respondent's Project Approach section should also set forth a summary of any problems and challenges anticipated during the term of the project. The respondent should identify and submit proposed solutions for each of the anticipated problems and challenges.

This section should describe respondent's ability to meet the proposed project schedule as indicated in Table 00380.5.1 Milestone Completion Dates and Applicable Liquidated Damages from notice to proceed (Effective Date), the anticipated challenges in meeting the schedule and what the respondent proposes in order to mitigate those challenges.

Provide a realistic calendar day Work schedule as a Gantt Chart for each project with a Notice To Proceed date assumed to be within three weeks of the proposal submission date. Any proposed schedule which can realistically be achieved in less time will be duly considered.

Section II – Project Team and Experience

This section should describe at a minimum the respondent's experience in successfully completing projects of a similar size and scope and include the following:

Identify the key roles, definitions of the identified roles and the personnel proposed for each role of the respondent's team.

Include an organizational chart depicting the entire organizational structure. This chart should demonstrate the relationship of the individuals performing under the agreement to the overall organizational structure.

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be acting under the agreement. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals in successfully completing projects of similar size and scope.

State the name(s) of all prime contractors and subcontractors that will assist respondent in completing the project.

State the level of participation of local prime contracts and subcontracts that will assist in completing the project.

List three references of projects you have performed with similar size, scope, and duration. Please list client, project name, contact name, and contact's phone number/email.

Section III – M/WBE Participation

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 contract resulting from this RFP; (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 project Service Contract resulting from this RFP.

Note that State Revolving Fund loans have been procured to finance this program, and that DBE requirements corresponding to federal and state regulations for SRF financing state a minimum goal of 5.2% for Minority Business Enterprises and a minimum goal of 5.2% for Women Business Enterprises. To meet the requirements for SRF loan compliance, firms must be registered with the TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) other State or Federal Agencies or on the City of Memphis EBO list prior to submitting a proposal. Below are links to access the Tennessee Department of Transportation (TDOT), and the Governor's Diversity Business Office DBE Directory Web Pages for their Certified DBE Lists. These certified lists are periodically updated by TDOT and GoDBE.

Links: www.osdbu.dot.gov/DBEProgram/StateDOTDBESites.cfm

<https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215>

The SARP10 combined MWBE goal is 15% for this project. Firms meeting the requirements for the SARP10 MWBE goals must be registered on the City's Equal Business Opportunity (EBO) list. Note that firms that are registered to both TDOT Certified Business Enterprise (DBE) List and the City of Memphis Equal Business Opportunity (EBO) List may satisfy the requirements of both goals simultaneously. Firms registered to only one list may only satisfy the goal pertaining to that registry.

Section IV - Cost Information

This section captures all cost information submitted for this Proposal and shall include the completed 00380 Proposal Fill-in Form included with this RFP.

00180.8 Clarification of Proposal

B&V/OCI 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 a request for additional information or clarification in a timely manner may result in rejection of the Response.

00180.9 Acceptance of Proposal Content

The contents of any PROPOSAL submitted for consideration will become, at B&V/OCI's option, a part of any future contract agreement. Failure to accept this condition may result in rejection of the Response.

00180.10 Responsiveness

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

00180.11 Examination of Request for Proposal Documents

Before submitting a Response, each Respondent must:

- A. Consider federal, state and local laws, ordinances, and any other rules and regulations that may in any manner affect the Response, including but not limited to: Executive Orders 11625, 11246, as amended, 12138 and 12432.
- B. Study and carefully correlate the Respondent's observations and responses with the PROPOSAL Documents.
- C. Notify B&V/OCI, of all conflicts, errors and discrepancies, if any, in the PROPOSAL document submitted.

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 PROPOSAL Documents.

OCI 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.

00180.12 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 Proposal for the requested services, they may submit a written request (verbal requests will not be accepted) for an interpretation up to five (5) business days prior to the due date of the submittal. 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. B&V/OCI 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 IN WRITING OR BY E-MAIL TO:

SARP10 (Black & Veatch / OCI)
Attn: Brad Davis
3485 Poplar Avenue, Suite #230
Memphis, TN 38111
E-Mail: DavisBJ@bv.com
CC: DorseyV@bv.com

Reference: Front Street & Mud Island Interceptor Evaluation, PROPOSAL No. 179821.78.0029

Each written request must reference the Proposal name and number “*Front Street & Mud Island Interceptor Evaluation* PROPOSAL No. 179821.78.0029” in the subject line and mailed (or e-mailed) to the attention of Brad Davis, Deputy Program Manager. All requests or questions should be clearly marked and must be received no later than the date and time listed in the Selection Schedule herein.

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 Proposal to anyone within Black & Veatch, OCI, Allen & Hoshall, Allworld Project Management, Gresham Smith and Partners, Carter-Malone Group, TAMCO, Integrated Circle Technologies or City of Memphis employees 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. Selection Committee members, other B&V/OCI personnel, are not to be contacted prior to B&V/OCI’s decision to approve or reject the Selection Committee’s recommendation. **Failure to comply with this requirement will be grounds for disqualification.**

00180.13 Modification or Withdrawal of 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 B&V/OCI may request clarifications or additional information.

00180.14 Rejection of Responses

To the extent permitted by applicable local, state and federal laws and regulations, B&V/OCI 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, B&V/OCI 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.

B&V/OCI reserves the right to reject any Response if the evidence submitted by the Responder or if the investigation of such Respondent fails to satisfy B&V/OCI 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.

00180.15 Other Items

This PROPOSAL does not commit B&V/OCI to enter into a contract, nor does it obligate B&V/OCI to pay for any costs incurred in the preparation and submission of Responses or in anticipation of a contract. Costs of preparing the Proposal 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, OCI, Allen & Hoshall, Allworld Project Management, Gresham Smith and Partners, 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.

00180.16 Selection Process

B&V/OCI intends to select one or more firm(s) based on experience and ability, including successful completion of similar projects; qualifications of personnel; and general construction performance; available bonding capacity; service experience including record keeping/administrative ability, critical path scheduling, cost control, quality control, and safety record, as described in the Selection Criteria below. Proposals will be reviewed based on the selection criteria and one or more firms will be selected to perform the work contained in the outlined scope of work.

00180.17 Selection Schedule

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

Event	Completed By
RFP Advertising Date, RFP Available, Vendor Registration for Prequalification is open	December 8, 2015
Pre-Proposal Meeting	January 12, 2016
Last date for receipt of questions, Registration for Prequalification Information Deadline	January 19, 2016
Issue Final Addendum to answer questions	January 21, 2016
Receive Proposals	January 26, 2016 by 3:00 pm local time
Public Notice of Award	February 11, 2016
Preconstruction Meeting with Subcontractor	February 16, 2016
Tentative Notice to Proceed	February 22, 2016

00180.18 Selection Criteria

The criteria that will be used to rank the firms will be based on a 100 point system and require applicable information as follows:

Selection Criteria	Points
Project Approach and Schedule	30
Project Team & Experience	25
M/WBE Participation	20
Cost of Scope of Work	25

00180.19 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held from **9:00 A.M. to 10:00 A.M. (local time)** at the **Benjamin Hooks Central Library 3030 Poplar Avenue Memphis, TN 38111** on **January 12, 2016**. Bidders are required to attend at their own cost. Attendance shall be limited to three representatives per Bidder.

00280 - Instructions to Bidders

00280.1 Bidder's Compliance with Request for Proposal

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

Purchaser may base its decision to award a subcontract solely on the initial proposal received by Purchaser without any discussion or clarification. Therefore, your initial proposal should include the most favorable commercial and technical terms you can offer for the duration of the proposal validity period identified in Article 00280.4.4. Purchaser reserves the right to: (a) award a subcontract solely on the initial proposal received by Purchaser without any discussion or clarification; (b) reject or accept a proposal that is not submitted in strict compliance with the RFP requirements; (c) make an award to other than the low bidder; and (d) issue multiple requests for proposals. Purchaser reserves the right to take the actions identified in the immediately preceding sentence without discussion or prior notification to you.

00280.2 General Proposal Parameters

Provide the information requested in Section 00280 and Section 00380 in the appropriate fields of Section 00380. Complete each line of Section 00380 in its entirety and submit it with your proposal in accordance with Article 00180.4. Do not alter Section 00380 forms in any way or deviate from the terminology used or the unit of measure indicated when completing Section 00380. Submit Section 00380 forms in their original core application software, with no embedded programming and no permissive encoding restricting access to the data provided.

00280.2.1 Bidder's Contact Information

Include contact information for your representative in Article 00380.2.1. Your representative must have the appropriate expertise and authority to negotiate on behalf of your company.

00280.2.2 Addenda to Request for Proposal

In Article 00380.2.2, list all addenda received from Purchaser and indicate "Yes" to show your receipt of and incorporation of the listed addenda into the proposal. Address any exceptions or clarifications to addenda in accordance with Article 00280.6.

00280.3 Proposal Pricing

You must include numerical values in the applicable fields of Table 00380.3.1. 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 proposal at no cost.

00280.3.1 Unit Pricing

Provide the unit prices to perform the Work in accordance with this RFP in Table 00380.3.1. 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.

00280.4 Supplemental Proposal Information

00280.4.1 Company Status

In Article 00380.4.1, indicate the type of your organization's legal entity and the state and country in which it is organized.

00280.4.2 Not Used

00280.4.3 Not Used



00280.4.4 Proposal Validity Period

Indicate "Yes" in Article 00380.4.4 if your proposal is valid for ninety calendar days after the Proposal Due Date (the "Proposal Validity Period"). If you indicate "No" in Article 00380.4.4, provide the number of calendar days that your proposal is valid in Article 00380.4.4 and declare an exception in accordance with Article 00280.6. Purchaser may reject your proposal without prior notice if your proposal is not valid for the full Proposal Validity Period.

00280.4.5 Firm Non-Escalatable Pricing

Indicate "Yes" in Article 00380.4.5 if the proposal pricing is firm and not subject to escalation. If you indicate "No," declare an exception in accordance with Article 00280.6 and include the terms of escalation in your exception.

00280.4.6 Taxes

Tax requirements are identified in Article 00581.4. Indicate "Included" in Article 00380.4.6 if your proposal includes the tax requirements. If you indicate "Excluded" in Article 00380.4.6, declare an exception in accordance with Article 00280.6.

00280.4.7 Work at Jobsite

Identify the type of craft labor as "open shop," "merit shop," or "union shop."

If you plan to subcontract any of the Work, indicate "Yes" in the appropriate section of Article 00380.4.7.

00280.5 Schedule Compliance

Indicate "Yes" in Article 00380.5 if you can meet the schedule dates included in Table 00380.5. If you indicate "No," submit an alternative summary level schedule with your proposal.

00280.6 Compliance with Request for Proposal

00280.6.1 Declared Exceptions to RFP Requirements

An exception is any variation from an express RFP requirement. Declare all exceptions, whether commercial or technical in nature, in Table 00380.6.1. Provide specific exceptions and accurately reference the article number to which each exception applies. Exceptions of a general nature or that refer to your standard specifications or terms are not acceptable and may result in Purchaser rejecting your proposal without prior notice.

00280.6.2 Declared Clarifications to RFP Requirements

A clarification is the means by which you offer to meet an RFP requirement if the RFP does not identify the specific means by which the RFP requirement must be met. Declare any clarifications, whether commercial or technical in nature, in Table 00380.6.2. Reference the article number to which each clarification applies.

00280.7 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 00681.4) agreeing that, if awarded the Service Contract, he/she shall not discriminate against any 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



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 PROPOSAL MAY CAUSE THE PROPOSAL TO BE REJECTED AS NON-CONFORMING. The successful Bidder and all 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.

00280.8 Equal Business Opportunity Program (EBO)

The Bidder must complete and return the Equal Business Opportunity Program Compliance Form included in Article 00681.5 of this RFP.

00380 – Commercial Proposal Form (8 pages)



00380 - Commercial Proposal Form

Bidder should refer to Section 00280, Instructions to Bidders, when completing this Proposal Form. Bidder shall complete this form entirely and return it with Bidder's Proposal.

00380.1 Proposal Submitted by		Bidder Response Column	
Company Name			
Mailing Address/Number, Street			
Mailing Address/State, Zip Code			
Country			
Taxpayer ID Number (or EIN)			
Bidder's Proposal Date			
Bidder's Proposal No.			
00380.2 General Proposal Parameters			
Bidder is providing the information defined by the articles comprising Section 00280, INSTRUCTIONS TO BIDDERS, in the corresponding fields of this Section 00380, COMMERCIAL PROPOSAL FORM.			
00380.2.1 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		() - ()	
00380.2.2 Addenda to Request for Proposal			
Bidder acknowledges receipt and inclusion of the following Addenda to the RFP - Yes/No			
	Addenda Number	Date Issued	Received and Incorporated
00380.3 Proposal Pricing Information			
00380.3.1 Proposal Prices	See Attached Pricing Table(s) 00380.3.1		
00380.4 Supplemental Proposal Information			
Bidder provides the following information to supplement the Bidder's Proposal pricing.			
00380.4.1 Company Status			
Bidder's company status is:(i.e., partnership, individual owned, joint venture, corporation, etc.)			
in State of			
in Country of			
00380.4.2 Not Used			
00380.4.3 Not Used			

00380.4.4 Proposal Validity Duration	
Bidder's Proposal is valid for acceptance by the Purchaser for a period of 90 days from the Proposal due date. - Yes/No	
If no, Bidder's Proposal is valid for indicated days from Proposal due date. - No. Days	
00380.4.5 Firm Non-Escalatable Pricing	
All of Bidder's prices herein proposed are firm and are non-escalatable for services conducted on or before June 30, 2015. - Yes/No	
If No, explanation is included as an Exception.	
00380.4.6 Taxes	
Bidder's prices included herein are inclusive of all applicable state or local sales, use, gross receipts, or excise taxes. - Yes/No	
If No, explanation is included as an Exception.	
00380.4.7 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	
Bidder has accounted for all Jobsite existing and controlling conditions and limitations which may affect the Work performance and the Bidder's Proposal. - Yes/No If No, explanation is included in Exception.	
Bidder proposes that it will perform all the Work at the Jobsite with its own forces. - Yes/No	
Bidder proposes that it will perform the majority (over 75% of total value) of the Work at the Jobsite with its own forces and that specific portions of the Work not performed by the Bidder will be sub-subcontracted. - Yes/No	
Bidder proposes that it will sub-subcontract the majority (over 50% of total value) of the Work at the Jobsite. - Yes/No	
00380.5 Schedule Compliance	
Bidder agrees to meet the schedule dates indicated in the RFP documents: - Yes/No	
If No, explanation is included in Exception.	
If No, Bidder has completed and submitted an attached alternative summary level schedule: - Yes/No	
00380.6 Compliance with Request for Proposal	
NOTE: A Proposal based on Bidder's standard terms and conditions will not be considered. The Proposal must address specific exceptions, if any, to Purchaser's terms and conditions.	
Bidder certifies that its Proposal complies with all RFP commercial and technical requirements without exception and clarification. - Yes/No	
00380.6.1 Exceptions	
Bidder certifies that its Proposal complies with all RFP commercial and technical requirements except for the following:	
Proposal is based on acceptance of all commercial requirements of this RFP. - Yes/No	
If No, all Commercial Exceptions have been accurately defined and identified as "Commercial Exceptions" on the Purchaser provided and Bidder attached Exceptions Form: - Yes/No	
Proposal is based on acceptance of all technical requirements of this RFP. - Yes/No	
If No, all Technical Exceptions have been accurately defined and identified as "Technical Exceptions" on the Purchaser provided and Bidder attached Exceptions Form. - Yes/No	
00380.6.2 Clarifications	
Bidder certifies that its Proposal complies with all RFP commercial and technical requirements without clarification. - Yes/No	
If No, all Commercial Clarifications have been accurately defined and identified as "Commercial Clarifications" on the Purchaser provided and Bidder attached Clarification Form. - Yes/No	

<p>If No, all Technical Clarification have been accurately defined and identified as "Technical Clarifications" on the Purchaser provided and Bidder attached Clarification Form. - Yes/No</p>	
<p>00380.7 Proposal Attachments</p>	
<p>In addition to this Commercial Proposal Form and Tables indicated herein, the Bidder's Proposal contains supplemental information and details attached to this Proposal consisting of the following:</p>	
<p>(Attachment 1)</p>	
<p>(Attachment 2)</p>	
<p>(Attachment 3)</p>	
<p>(Attachment 4)</p>	
<p>(Attachment 5) (Add additional lines as needed)</p>	
<p>00380.8 Declarations</p>	
<p>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 Proposal as principal or principals are named herein; that no other persons or firms have any interest in this Proposal or in the Service Contract to be entered into; that this Proposal is made without connection with any person, company, or party likewise submitting a Proposal; and that it is in all respects for and in good faith, without collusion or fraud. - Yes/No</p>	
<p>If written notice of acceptance of this Proposal is delivered to the Bidder within "Proposal Validity" days after the date set for receipt of Proposals, or any time thereafter before the Proposal validity expires, the Bidder will, within 5 days after receipt of a formal Service Contract for signature, exercise and deliver to Purchaser a signed Service Contract in the form provided by the Purchaser in accordance with the documents provided herein. - Yes/No</p>	

Table 00380.3.1 - Unit Price Proposal Form

Bidder should refer to Section 00280, Instructions to Bidders, when completing this Proposal Form. Bidder shall complete this form entirely and return it with Bidder's Proposal.					
Proposal Submitted by (Company Name)					
00380.3 Proposal Pricing Information					
00380.3.1 Unit Pricing					
<p>Bidder proposes to complete the RFP 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 RFP Documents. The Unit Prices in this Table include the cost of all the work which is required or implied by the RFP 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.</p>					
<p>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 Service Contractor shall provide a new unit price for review and acceptance by the Purchaser. Service Contractor shall provide all information requested by the Purchaser to substantiate the value of the new unit price.</p>					
00380.3.1.1 Unit Prices				Bidder Response Columns	
Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extension Price
DEEP WATER DIVE FOR SSES OF MANHOLES, PIPES AND TUNNELS WITH SONAR INSPECTION					
Manholes					
00011-6.01	Removal of All Manhole Steps	Each	240	\$ -	\$ -
Dive Team Operations					
00011-6.02	Dive Team Personnel	HR	100	\$ -	\$ -
00011-6.03	Dive Team Equipment	Day	20	\$ -	\$ -
00011-6.04	Penetration Pay	LF	7,200	\$ -	\$ -
00011-6.05	Cutting and Grinding Equipment	Set/Day	5	\$ -	\$ -
00011-6.06	Dive Team Cleaning Tools to Remove Grease	HR	72	\$ -	\$ -
00011-6.07	Dive Team Overtime (Over 12 hours & Weekends)	HR	72	\$ -	\$ -
00011-6.08	Dive Team Clear Box with Video Recorder	HR	72	\$ -	\$ -
00011-6.09	Debris Disposal				
	<30 Feet	Ton	10	\$ -	\$ -
	30-50 Feet	Ton	10	\$ -	\$ -
	50-70 Feet	Ton	10	\$ -	\$ -
	>70 Feet	Ton	10	\$ -	\$ -
00011-6.10	Consumables Charged at cost plus 10%	LS	1	\$ -	\$ -
00011-6.11	Man Rated Crane Mobilization	LS	1	\$ -	\$ -
00011-6.12	Man Rate Crane Operator & Rental	HR	60	\$ -	\$ -
00011-6.13	Penetration Equipment Prep and Delivery	LS	1	\$ -	\$ -
00011-6.14	3D Optical Manhole Inspection Scans	Each	11	\$ -	\$ -
00011-6.15	Sluice Gate Inspection	LS	1	\$ -	\$ -
Sonar/CCTV Inspection					
00011-6.16	Sonar/CCTV In spection	LF	2,500	\$ -	\$ -
Miscellaneous					
00011 - 6.17	Mobilization and Demobilization (not to exceed 8% of the total of all other bid items or \$50,000)	LS	1	\$ -	\$ -
Deep Water Manhole Assessment Subtotal Estimated Unit Price Value					\$ -

00380.5 Schedule			
00380.5.1 Milestone Completion Dates and Applicable Liquidated Damages			
Item Number	Milestone Description	Milestone Completion Date	*LDs Apply?
1	Completion of all Work under Service Contract 78.0029	120 calendar days after Notice to Proceed	Yes
*LD indicates that completion of the Work after the "Milestone Completion Date" is subject to liquidated damages per applicable Articles of Section 00581.			
*Note Service Contractor performance will directly impact future procurements for the SARP10 Program, schedule is critical and must be maintained.			

00380.5.2 Schedule of Submittals and Applicable Liquidated Damages

Effective Date: **TBD**

The list is not all-inclusive. There are more requirements for Service Contractor to "provide notice," to "advise," to "update," to "inform," etc., or to "submit" should a condition precedent occur. These have not been included in the list. It will however remain Service Contractor's responsibility to comply with the submittal requirements whether or not the submittal is actually included on the following:

Item No.	Reference Document	Submittals Item	Submittal Dates			LDs Apply?
			Calendar Days	Event	Due Date	
Commercial Submittals						
C01	00582	Initial Issue Service Contractor's Work Schedule	7	After	Effective Date	No
C02	00582	Updated Issue Service Contractor's Work Execution Schedule	Weekly	After	Initial Issue Service Contractor's Work Schedule	No
C03	00582	Initial Payment Estimate Breakdown	30	After	Effective Date or Prior to First Payment	No
C04	00582	Progress Payment Breakdown w/ Backup	Monthly	Prior to	Monthly Progress Payment	No
C05	00582	Workers Compensation and Evidence of Coverage and Current Contributions	14	Prior to	Mobilization Onsite	No
C06	00582	Insurance Certificates		Prior to	Mobilization Onsite	No
C07	00681.2 00681.9	Lien Waivers and M/WBE Form		With	Each Payment Invoice	No
C08	LCM	Purchaser approval of Subcontractor Safety Documentation		Prior to	Mobilization Onsite	No
C09	LCM	Subcontractor Safety Documentation		With	Proposal	No
C10	SRF	W-9 of Service Contractor and Subcontractors		With	Proposal	No
C11	00681.5	Certificate of Nondiscrimination for Service Contractor and Subcontractor		With	Proposal	No
C12	00681.6	Equal Business Opportunity Program Compliance Form for Service Contractor and Subcontractor		With	Proposal	No
C13	00681.7	Certification Regarding Debarment for Service Contractor and Subcontractor		With	Proposal	No
C14	00681.7	Certification Regarding Equal Employment Opportunity for Service Contractor and Subcontractor		With	Proposal	No
Technical Submittals						
Refer to Technical Specifications for Technical Submittal requirements.						

Table 00380.6.1 - Exceptions Form

Bidder should refer to Section 00280, Instructions to Bidders, when completing this Form.		
Proposal Submitted by (Company Name)		
00380.6.1 Exceptions		
The Bidder's specific Exceptions herein itemized and included with the quotation represent an exhaustive list of any and all explicit variations or deviations from the requirements of the RFP documents. Bidder confirms that otherwise, it is the intent of Bidder's quotation that the Work will be performed in strict accordance with the requirements of the RFP documents.		
00380.6.1.1 Commercial Exceptions		
Count	Reference Article	Stated Commercial Exception
CE1		
CE2		
CE3		
CE4		
CE5		
CE6		
CE7		
CE8		
CE9		
00380.6.1.2 Technical Exceptions		
Count	Reference	Stated Technical Exceptions
TE1		
TE2		
TE3		
TE4		
TE5		
TE6		
TE7		
TE8		
TE9		
TE12		
TE13		
TE14		
TE15		
TE16		
TE17		
TE18		
TE19		
TE20		

Table 00380.6.2 - Clarifications Form

Bidder should refer to Section 00280, Instructions to Bidders, when completing this Form.		
Proposal Submitted by (Company Name)		
00380.6.2 Clarifications		
All of Bidder's Clarifications herein itemized and included with the quotation do not constitute explicit variation or deviation from performance of the Work by the Bidder in strict accordance with the requirements of RFP documents.		
00380.6.2.1 Commercial Clarifications		
Count	Reference Article	Stated Commercial Clarification
CC1		
CC2		
CC3		
CC4		
CC5		
CC6		
CC7		
CC8		
CC9		

00380.6.2.2 Technical Clarifications		
Count	Reference	Stated Technical Clarification
TC1		
TC2		
TC3		
TC4		
TC5		
TC6		
TC7		
TC8		
TC9		
TC12		
TC13		
TC14		
TC15		
TC16		
TC17		
TC18		
TC19		
TC20		

00581 - Supplementary Terms and Conditions

00581.1 Notices and Correspondence

The Parties agree to send all notices arising out of or relating to this Service Contract 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 correspondence as indicated in this article.

Electronic Technical Correspondence

Addressed to Purchaser:

To: Brad Davis
DavisBJ@bv.com
Cc: Gary Older
OlderGS@bv.com

Addressed to Service Contractor:

To: [[name]]
[[email address]]
Cc: [[name]]
[[email address]]

Non-Electronic Technical Correspondence

Addressed to Purchaser:

SARP10 (Black & Veatch / OCI)
3485 Poplar Avenue, Suite 230
Memphis, TN 38111
Attention: Brad Davis
179821.78.0029

Addressed to Service Contractor:

[[service contractor entity]]
[[street address]]
[[city, state, zip code]]
Attention:
179821.78.0029

Electronic Commercial Correspondence (excluding invoices)

Addressed to Purchaser:

To: Ginny Dorsey
DorseyV@bv.com

Addressed to Service Contractor:

To: [[name]]
[[email address]]
Cc: [[name]]
[[email address]]

Non-Electronic Commercial Correspondence (excluding invoices)

Addressed to Purchaser:

Black & Veatch
8400 Ward Parkway
Kansas City, MO 64114
Attention: Ginny Dorsey
179821.78.0029

Addressed to Service Contractor:

[[service contractor entity]]
[[street address]]
[[city, state, zip code]]
Attention:
179821.78.0029

Electronic Invoices

Prior to Invoice submission to BVAPMarkView@bv.com, Service Contractor will send a copy to OlderGS@bv.com and RoachJ@bv.com for review and approval. Once Gary Older approves the Invoice, the Service Contractor will submit the Invoice to BVAPMarkView@bv.com.

Original Invoice:

To: Black & Veatch

BVAPMarkView@bv.com

Fax (866) 941-9458

Attention: BVAP

179821.78.0029

With a Copy to:

To: Jacob Roach

RoachJ@bv.com

00581.2 Not Used

00581.3 Liquidated Damages

00581.3.1 General

Service Contractor's failure to meet the requirements identified in this Article 00581.3 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 00581.3 represent a reasonable estimate of Purchaser's harm and are not intended as a penalty. Service Contractor's obligation to pay liquidated damages for breach of one specified requirement does not relieve Service Contractor of its obligation to pay liquidated damages for breach of another specified requirement. Service Contractor's payment of liquidated damages for breach of the specified requirement is Purchaser's sole and exclusive remedy with regard to Service Contractor's breach of that requirement, except for any other express remedies stated in the Service Contract. If Purchaser terminates this Service Contract for cause, liquidated damages will cease to accrue after the termination date and Service Contractor's remaining liability will be calculated in accordance with Article 00582.21.

00581.3.2 Not Used

00581.3.3 Milestone Completion

Each 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 milestone do not meet the Service Contract requirements on the milestone completion date, liquidated damages will accrue for each failure as shown below.

Beginning on the first calendar day after the specified milestone completion date for each milestone and continuing for thirty calendar days or until the milestone is completed, whichever is earlier, delay liquidated damages will be assessed at the rate of five hundred dollars (\$500.00) 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 (\$1,000.00) per calendar day.

00581.4 Taxes

Service Contractor shall pay all payroll and other related employment compensation taxes for Service Contractor's employees, federal, state and other taxes which may be assessed on Service Contractor's income from the Project, engineering and business license costs (collectively, the "Service Contractor Taxes"). Service Contractor shall administer and pay all sales, use, gross receipts and excise taxes (collectively, the "Project Taxes"). Service Contract price includes Service Contractor 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 Service Contract Price. Where applicable, Purchaser shall furnish to Service Contractor 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. Service Contractor shall cooperate with Purchaser to establish appropriate procedures and minimize the amount of such taxes to the extent reasonable and practical. Service Contractor is responsible for all property taxes on the construction equipment; Owner is responsible for property taxes on all other items incorporated into the project. Service Contractor shall notify Purchaser, and Purchaser shall have the right to review prior to Service Contractor'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.

00582 - General Terms and Conditions

00582.1 Definitions

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

"Applicable Law" means all laws, statutes, regulations, codes, rules, treaties, ordinances, judgments, permits, decrees, approvals, interpretations, injunctions, writs, orders, or other legal requirements of a Governmental Authority having jurisdiction over the Jobsite or performance of the Work.

"Claim" 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.

"Engineer" means the entity providing engineering services to Purchaser for this Project.

"Governmental Authority" means any governmental body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing power.

"Indemnified Parties" means Owner and its officials, Purchaser, 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 Service Contractor or any Subcontractor.

"Jobsite" means the parcel of land upon which the Project is constructed, and includes any surrounding property required to access the Project.

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

"Owner" means the City of Memphis, Tennessee.

"Parties" means Purchaser and Service Contractor.

"Party" means Purchaser or Service Contractor.

"Prime Agreement" means the agreement between Owner and Purchaser.

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

"Project" means the project undertaken by Owner for which Purchaser is procuring the Work.

"Project Acceptance Date" means the date the Project is fully complete and accepted by Owner.

"Purchaser" means the Party so identified in the Service Contract Agreement.

"Purchaser's Engineer" means "Engineer".

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



"Service Contract Agreement" means the Service Contract form executed by Purchaser and Service Contractor.

"Service Contractor or Contractor" means the Party so identified in the Service Contract Agreement.

"Service Contract Price" means the total compensation to be paid to Service Contractor by Purchaser under this Service Contract.

"Service Contract Revision" means a written order issued to Service Contractor under Article 00582.17 amending this Service Contract.

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

"Supplier" has the same meaning as "Service Contractor".

"Work" means that which Service Contractor is to perform or provide under this Service Contract.

00582.2 Interpretation

00582.2.1 This Service Contract 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 Service Contract. The terms of this Service Contract are not supplemented, explained, or qualified by trade usage or a course of prior dealing. Service Contractor may only accept this Service Contract by signing and returning the Service Contract Agreement or by commencing the Work. Exceptions or terms submitted by Service Contractor in the course of accepting this Service Contract are void.

00582.2.2 The Service Contract documents are intended to complement one another. What is called for by one document is to be given effect as if called for by all documents. Service Contractor agrees to obtain Purchaser's written clarification before proceeding with Work that may be affected by an apparent conflict, discrepancy or error in the Service Contract. If Service Contractor does not obtain Purchaser's written clarification, the provision imposing the more stringent requirement on Service Contractor will apply as determined in Purchaser's sole discretion.

00582.2.3 Provisions of this Service Contract which contemplate performance or obligations subsequent to completion or termination of the Work or which contain waivers or limitations of liability, including, but not limited to, Articles 00582.14, 00582.18, 00582.21, 00582.23 and 00582.26 will survive such completion or termination. Termination of the Work will not affect the rights and obligations that arose before termination.

00582.2.4 No obligation under this Service Contract may be waived without the written agreement of the Party against whom enforcement of the waiver is sought. Failure or delay in exercising a right or remedy or requiring the satisfaction of an obligation under this Service Contract does not constitute a waiver of that right, remedy or obligation.

00582.2.5 If any provision of this Service Contract is held to be unenforceable, the remaining provisions of this Service Contract will remain in effect. Provisions held to be unenforceable may be amended to effect, to the extent permitted by law, the original intent of the provision.

00582.2.6 English is the controlling language of this Service Contract. The Parties agree to make all payments due under this Service Contract in US dollars.

00582.3 Service Contractor's Representations and Status

00582.3.1 Service Contractor represents that it has sufficient resources and capacity and is fully qualified, properly equipped, sufficiently financed and otherwise able to perform the Work in accordance with the Service Contract requirements. Purchaser may require that Service Contractor provide reasonable assurance of Service Contractor's continued satisfaction of these representations.

00582.3.2 Service Contractor also represents that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, structures, utilities, or other obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Jobsite and the Service Contract. Service Contractor agrees that Purchaser has no responsibility or liability for Service Contractor's conclusions or interpretations based on information Purchaser has made available to Service Contractor.

00582.3.3 Service Contractor is an independent contractor in the performance of the Work. Service Contractor is solely responsible for the means, methods, sequences, procedures, and safety precautions used or adopted by Service Contractor and any Subcontractor in the performance of the Work. Except as provided in Article 00582.5, Service Contractor has sole authority and responsibility to employ, manage, discharge, and otherwise control its employees.

00582.4 Service Contractor Scope of Work

Service Contractor shall furnish all materials, tools, equipment, vehicles, supplies, services, labor and supervision required to perform the Work. Service Contractor may only perform Work as authorized in a Notice to Proceed. There is no obligation for Purchaser to authorize any Work pursuant to this Service Contract.

00582.5 Safety and Work Requirements

00582.5.1 Service Contractor shall be solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property. Service Contractor shall comply, and shall secure compliance by Subcontractors, with all applicable health and safety laws and regulations. Service Contractor agrees to conduct its operations to provide maximum safety and shall, while on the premises of Purchaser or Owner or on the Jobsite, comply with the safety programs and regulations of Purchaser and of Owner, if any. Service Contractor shall notify Purchaser promptly, in writing, if a charge of noncompliance with this Article 00582.5 has been filed against any personnel in connection with the performance of the Work.

00582.5.2 Service Contractor shall ensure all personnel performing the Work are orderly and in all respects cooperate and work in harmony with others while on the premises of Purchaser or Owner or on the Jobsite. Service Contractor, at no additional cost to Purchaser, shall immediately remove or cause to be removed from the Work, whenever requested to do so by Purchaser, any personnel considered by Purchaser or Owner to be incompetent or unfit, and such person may not again be employed in performing the Work. Subcontractor may not remove or replace any person performing the Work without the prior written consent of Purchaser.

00582.5.3 If Work is performed on the premises of Purchaser or Owner or on the Jobsite, Service Contractor shall provide at all times during the course of such Work, a qualified, competent, and responsible representative, fluent in the English language in order to facilitate the accurate and timely compliance with safety requirements.

00582.5.4 Violation of this Article 00582.5 is a material breach of this Service Contract.

00582.5.5 Any overflow observed or caused by the Service Contractor's operation shall be promptly reported to the City of Memphis Environmental Maintenance Dispatch Line at (901) 529-8025, and the Service Contractor shall notify the Program Manager. In no case, shall the Service Contractor notify

TDEC or the EPA. The City of Memphis shall maintain responsibility to inform the EPA, TDEC or other interested parties.

00582.6 Payment

00582.6.1 Payment to Service Contractor for any Work performed, including any retention if specified, will be made by Purchaser after Purchaser's receipt of Owner's payment for the same Work and upon Purchaser's approval of such Work. Purchaser shall bill Owner for all Works performed by Service Contractor, excluding any amount that has been designated as authorized retentions, withholding, or back charges under this Service Contract, and shall pay Service Contractor within fifteen days from the time Purchaser receives the correlated payment from Owner on account thereof, or from Purchaser's receipt of Service Contractor's invoice, whichever occurs later. To the extent permitted by Applicable Laws, Owner's payment to Purchaser for Works performed by Service Contractor is a condition precedent to Purchaser's obligation to pay Service Contractor for such Works. Therefore, Service Contractor will only be paid if and to the extent that Purchaser receives payment for the Work from Owner. Service Contractor shall include with the invoice supporting documentation required by this Service Contract and any additional information requested by Purchaser. Each invoice must clearly show the invoice number, the Work covered by the invoice, taxes, and the billing period (if applicable). If an invoice does not contain the requested documentation or information, Purchaser will notify Service Contractor of the deficiency. Calculation of the time for payment for an invoice begins when Purchaser receives an invoice free of deficiencies.

00582.6.2 Service Contractor agrees to provide additional itemization of the invoice as Purchaser reasonably requests. If payment to Service Contractor will be on a cost reimbursable basis or a unit price basis, or if Subcontractor files a Claim under Article 00582.17, Service Contractor shall furnish Purchaser complete breakdowns and supporting information in the detail required by Purchaser to verify the accuracy of the invoiced or claimed amounts. Service Contractor shall retain the breakdowns and supporting information for seven years after the Project Acceptance Date, during which time Purchaser or Purchaser's designee may audit the aforementioned records at Purchaser's expense.

00582.6.3 Purchaser may withhold or set-off amounts due under this Service Contract on account of: (a) Claims arising out of or relating to Service Contractor's breach or reasonably anticipated breach of this Service Contract; (b) any amounts owed by Service Contractor to Purchaser under this Service Contract; (c) non-conforming Work not yet corrected; (d) a claim filed against Service Contractor or reasonable evidence indicating a claim may be filed against Service Contractor; or (e) any amounts owed by Service Contractor to Purchaser or to a parent, partner, joint venture, affiliate or subsidiary of Purchaser under any other contracts, claims, demands, lawsuits or other matters. If amounts owed by Service Contractor to Purchaser exceed the unpaid balance of this Service Contract, Service Contractor agrees to pay those amounts within forty-five calendar days after receipt of Purchaser's notice identifying the amounts due.

00582.6.4 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 Service Contractor from responsibility or liability arising out of or relating to this Service Contract. Acceptance by Service Contractor of final payment constitutes a release and waiver of all Claims by Service Contractor against Indemnified Parties.

00582.7 Schedule

00582.7.1 Performance of the Work as scheduled is of the essence. Service Contractor shall furnish progress reports of the Work as requested by Purchaser. If the Work is not progressing as scheduled, Service Contractor shall implement appropriate corrective measures to get the Work back on schedule and advise Purchaser of such corrective actions. Service Contractor will be solely responsible for costs incurred to implement the corrective measures.

00582.7.2 Service Contractor 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. Service Contractor's notice



must identify the cause of the delay or the anticipated delay and the actions Service Contractor is undertaking to recover from or avoid the delay. If Service Contractor does not take steps that Purchaser determines are necessary to recover from or avoid a delay or if Service Contractor does not bring its performance into compliance with the schedule requirements of this Service Contract, Purchaser may direct Service Contractor to accelerate the Work by whatever means Purchaser deems necessary to recover and maintain the Service Contract schedule. Service Contractor shall be solely liable for costs to accelerate the Work. In the instance of schedule impact due to weather reference Exhibit A.

00582.7.3 Submittals and Working Hours

The Service Contractor shall submit weekly schedules to the Program Manager by Thursday at noon for the following week's work. Daily schedules shall be submitted to the Program Manager prior to Work starting each day. The Service Contractor shall submit weekly and monthly progress updates to the Program Manager. At a minimum, the Service Contractor's progress update shall show Work completed versus estimated Work remaining for each Work item, time spent and time remaining, and notes on pending Work to be performed.

Typical Work days consist of a Monday through Friday schedule with a 7am start at the earliest with a 6pm finish at the latest, for manhole inspections, smoke testing, and CCTV operations. Saturday Work may be permitted as necessary, and Sunday Work will only be permitted as warranted. No Work on Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, Christmas Eve, Christmas and New Year's Day during the Service Contract duration.

For weekend operations, request in writing by Thursday 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 is understood for CCTV when lower flow levels are present in the sewers and will be permitted as requested (48-hour advance notice required).

Noise attenuated equipment for night work is required when working in residential neighborhoods.

00582.8 Waivers of Lien

As a condition precedent to payment, Service Contractor shall furnish a lien waiver in the form of Article 00681.2a with each invoice except the final invoice. As a condition precedent to payment of the final invoice, Service Contractor shall furnish a lien waiver in the form of Article 00681.2b with the final invoice. If a lien is filed and Service Contractor does not remove or bond around the lien within seven calendar days after receipt of written notice from Purchaser or Owner, then Purchaser or Owner may remove the lien. Service Contractor 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.

00582.9 Subcontracting

Except for portions of the Work for which a Subcontractor is named in this Service Contract, Service Contractor may not subcontract the Work without first obtaining Purchaser's written consent. If Service Contractor subcontracts any portion of the Work, Service Contractor remains responsible for complying with the Service Contract requirements and will be liable to Purchaser for the acts and omissions of Subcontractors as if the acts and omissions were those of Service Contractor. Purchaser has the right to contact Subcontractors to discuss their progress of the Work.

00582.10 Assignment

00582.10.1 Service Contractor may not assign all or part of this Service Contract voluntarily, by operation of law, or otherwise, nor may Service Contractor assign any of the money payable under this Service Contract, without obtaining Purchaser's prior written consent. Any assignment of this Service Contract in violation of the foregoing is voidable at the option of Purchaser. Subject to the foregoing, the provisions



of this Service Contract will extend to the benefit of and be binding on the successors and assigns of the Parties.

00582.10.2 Purchaser may, at its sole discretion, assign this Service Contract to its affiliates or to Owner or Owner's designee and, upon such assignment, Purchaser will be released from all obligations or liabilities arising out of or relating to this Service Contract.

00582.11 Quality Control

Service Contractor agrees to maintain a Purchaser-approved quality control system during performance of the Work. Service Contractor also agrees to require each Subcontractor to maintain a quality control system appropriate for the Subcontractor's scope of work during Subcontractor's performance of the Work. If Service Contractor or a Subcontractor does not maintain a quality control system as required by this Article 00582.11, Purchaser may reject all or part of the Work.

00582.12 Inspection

00582.12.1 Service Contractor shall identify for Purchaser all locations where Work is to be performed and shall furnish information reasonably required by Purchaser to verify that the Work conforms to the requirements of this Service Contract. Service Contractor agrees to allow Purchaser and Owner reasonable access to all locations where the Work is being performed so Purchaser and Owner may: (a) inspect the Work; and (b) test or witness tests of the Work. Service Contractor shall arrange for Purchaser and Owner to have the same rights of inspection and access to locations where any Subcontractor is performing Work.

00582.12.2 Inspection or acceptance of the Work does not preclude subsequent inspection and rejection of the Work if the Work is later discovered not to conform to the Service Contract requirements or if Purchaser has reasonable grounds upon which to believe the Work does not conform to the Service Contract requirements. Inspection of the Work, performance or witnessing of tests, or any release for shipment by Purchaser is solely for the benefit of Purchaser and does not discharge Service Contractor from complying with the Service Contract requirements.

00582.13 Passage of Title

Service Contractor warrants that the Work will be free of all liens, claims, charges, security interests, encumbrances or defects in title. Title to the Work will pass to Purchaser upon the earlier of Service Contractor's receipt of payment or delivery of the Work to Purchaser.

00582.14 Standards of Performance

00582.14.1 Service Contractor represents that the Work: (a) will meet the requirements of this Service Contract; (b) will meet standards of care, skill and diligence found in the industry to which the Work pertains; and (c) will conform with nationally recognized and accepted practices, codes and standards found in the industry to which the Work pertains. Personnel performing the Work must be qualified and competent personnel whose recommendations, guidance, and performance reflect the recognized standards of knowledge, judgment, and performance generally accepted and appropriate in the industry to which the Work pertains.

00582.14.2 Service Contractor acknowledges that: (a) review and comment by Purchaser of Service Contractor's submittals does not relieve Service Contractor of its obligations under this Service Contract; and (b) Purchaser's acceptance of the Work does not relieve Service Contractor of its obligations under this Service Contract.

00582.14.3 If, during the one year period following the earlier of completion or termination of the Work it is shown there is an error in the Work caused by Service Contractor's or any Subcontractors' failure to meet the standards, Service Contractor will perform, at its cost, corrective action within the original scope of Work as may be necessary to remedy such error.

00582.14.4 Service Contractor 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 Service Contractor's failure to perform the Work in accordance with this Service Contract or to the extent caused by the negligence of Service Contractor or any Subcontractor, Service Contractor agrees to pay penalties and costs incurred by Owner and Purchaser under the Consent Decree.

00582.15 Compliance with Laws

00582.15.1 Service Contractor shall comply with all Applicable Laws in effect during its performance of the Work, including but not limited to the City of Memphis Living Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Service Contractor shall obtain all licenses, permits, and inspections applicable to the Work. Service Contractor shall also comply with the USA's Foreign Corrupt Practices Act.

00582.15.2 Living Wage Ordinance

The Prime Agreement is subject to Living Wage Ordinance #5185 as amended by Ordinance #5257 (effective July 1, 2008) that requires contractors who enter into a service contract with the City of Memphis to pay employees who work under the service contract a living wage. The minimum hourly wage shall be at least \$10.27 per hour with health benefits for employees and their dependents or \$12.32 per hour without health benefits. Service Contractor is also subject to this ordinance as a subcontractor of Purchaser performing services. Service Contractor will submit certified payrolls as required by the ordinance to Purchaser, and Purchaser will forward to Owner. Copies of the ordinances are posted on Owner's website (www.memphistn.gov). Once on the homepage, click on the "Business" link, and then click on "Doing Business with the City" link. A link to the ordinance will be on the top right side under the section "Links". Annual adjustments to the rates will be posted on the site for the next year in February.

00582.15.3 Neither party shall engage in any conduct or activity in the performance of this Service Contract that constitutes a conflict of interest under Applicable Laws.

00582.15.4 Water is provided by Memphis Light Gas and Water (MLGW) to the Service Contractor but Service Contractor shall apply to MLGW's Building Services for permit and meter to record water usage. Service Contractor shall contact David Vick, 901-320-3939 (Water Meter Department Supervisor) directly to coordinate securing meter and permit. MLGW shall issue water permit and fire hydrant meter. Service Contractor shall provide a letter on Company letterhead that the Service Contractor is performing Work for the City of Memphis and acknowledging liability for any damage to or theft of the meter. Service Contractor is responsible for all costs associated with water usage.

00582.16 Business Practices

00582.16.1 Service Contractor 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. Service Contractor 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.

00582.16.2 Service Contractor 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 with the explicit written consent of Owner.

00582.16.3 Nondiscrimination:

(a) Service Contractor 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. Service Contractor 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 Service Contractor and in the event a finding of discrimination is made and upon written notification thereof, Service Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of Purchaser and Owner. Service Contractor's failure or refusal to do so shall be cause for termination of this Service Contract in accordance with the terms of this Service Contract.

00582.16.4 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."

00582.17 Claims and Service Contract Revisions

00582.17.1 Service Contractor must give written notice, with appropriate supporting documentation, of all Claims for extra compensation or additional time for performance of the Work within ten calendar days after occurrence of the event giving rise to the Claim. If Purchaser agrees with the Claim, the Parties will negotiate an equitable adjustment to the Service Contract compensation or the schedule, or both, with the adjustment to be reflected in a Service Contract Revision. Service Contractor is responsible for all costs associated with the prosecution of the Claim. Service Contractor acknowledges that failure of Service Contractor to give Purchaser notice and appropriate supporting documentation within the required time frame constitutes a waiver of all Claims arising out of or relating to the event. Service Contractor may not halt Work pending resolution of a Claim without Purchaser's prior written consent.

00582.17.2 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 Service Contractor's cost or time for performance, Service Contractor shall so notify Purchaser in writing within ten calendar days after Service Contractor's receipt of Purchaser's notice of change. Service Contractor's notice must include supporting documentation in order to be effective. If Purchaser agrees with Service Contractor's notice, the Parties will negotiate an equitable adjustment to the Service Contract compensation or the schedule, or both, with the adjustment to be reflected in a Service Contract Revision. Service Contractor, however, shall proceed with the change as directed in writing by Purchaser pending such agreement. Purchaser will not be liable to Service Contractor for Claims arising from a decrease in the Work. No change is effective without a Service Contract Revision issued by Purchaser.

00582.17.3 In estimating the impact of a proposed Service Contract Revision, Service Contractor shall account for all cost and time impacts arising from or related to the proposed Service Contract Revision, including cumulative impacts associated with all previous Service Contract Revisions. Service Contractor's acceptance of payment under a Service Contract Revision or Service Contractor's agreement to a Service Contract Revision constitutes a waiver of all Claims related to or arising from that

Service Contract Revision or Claims arising out of or relating to cumulative impacts of that Service Contract Revision and any previous Service Contract Revisions.

00582.18 Intellectual Property

00582.18.1 Service Contractor represents that the Work does not infringe on any intellectual property right and does not constitute an unauthorized disclosure or use of a trade secret. Service Contractor hereby agrees to grant to Purchaser and Owner an irrevocable, royalty-free, fully paid-up, non-exclusive license under all intellectual property or trade secrets owned or controlled by Service Contractor or Subcontractors to the extent necessary for Purchaser's and Owner's use of the Work. Purchaser and Owner may reproduce any submittals received from Service Contractor, despite any notice to the contrary appearing on the document.

00582.18.2 If all or part of the Work is held to constitute an infringement of any intellectual property right or an unauthorized use or disclosure of a trade secret, and if the use of all or part of the Work is enjoined, Service Contractor shall, at its own expense, and at Purchaser's or Owner's option: (a) procure for Purchaser or Owner the perpetual right to use such Work; (b) replace the Work with Work that does not infringe any intellectual property right or constitute an unauthorized use or disclosure of a trade secret; or (c) modify the Work so it does not infringe any intellectual property right or constitute an unauthorized use or disclosure of a trade secret. Replacement of or modification of the Work does not relieve Service Contractor of the Service Contract requirements.

00582.19 Non-Disclosure

Service Contractor shall not make any news releases, authorize or participate in any interview concerning this Service Contract, or issue other advertising pertaining to the Project or this Service Contract without the prior written approval of Purchaser. Service Contractor 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. Service Contractor agrees to require all Sub-subcontractors to whom such information is disclosed to also treat such information as confidential. Purchaser's disclosure of information to Service Contractor does not constitute a transfer of ownership of the information to Service Contractor. Service Contractor agrees Purchaser will be entitled to relief at law and in equity, including, but not limited to, injunctive relief and specific performance, upon any breach or anticipated breach of this Article 00582.19.

00582.20 Suspension of Work

00582.20.1 Purchaser may, at any time and in its sole discretion, suspend performance of all or part of the Work. Purchaser will provide a written notice to Service Contractor specifying the extent to which the Work is suspended and identifying the effective date of the suspension. Service Contractor shall suspend performance of the Work on the effective date to the extent specified in the notice, but shall continue to perform the Work not suspended. Service Contractor shall use all reasonable means to minimize the consequences of a suspension.

00582.20.2 If the suspension is unrelated to Service Contractor's failure to comply with this Service Contract, Purchaser will adjust the schedule to reflect the reasonable delay due to the suspension and will reimburse Service Contractor for the reasonable and direct additional costs incurred by Service Contractor due solely to the suspension. Service Contractor's sole and exclusive remedies for a Purchaser-directed suspension are the remedies specified in this Article 00582.20.2.

00582.20.3 Service Contractor shall promptly resume performance of all or part of the suspended Work in accordance with Purchaser's written authorization to resume the Work. Service Contractor must present all Claims and supporting materials related to a suspension under this Article 00582.20 within ten calendar days after the date set by Purchaser for resumption of the suspended Work. Failure of Service Contractor to present all Claims within the ten calendar day period will constitute a waiver of Service Contractor's right to receive an extension of the schedule or additional compensation related to the suspension.



00582.20.4 Service Contractor may not suspend performance of the Work except as directed by Purchaser under this Article 00582.20.

00582.21 Termination for Cause

00582.21.1 If Service Contractor defaults in any obligation under this Service Contract 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. If Purchaser terminates all or part of the Work, Purchaser will give Service Contractor written notice of termination specifying the extent to which the Work is terminated. Service Contractor shall continue to perform all portions of the Work not terminated.

00582.21.2 Upon request by Purchaser, Service Contractor shall promptly give Purchaser complete copies of agreements related to the terminated Work. Service Contractor shall, at Purchaser's request, preserve the Work purchased for or committed to the terminated Work, pending Purchaser's instructions. With respect to the terminated Work, Service Contractor shall promptly make every reasonable effort to cancel associated agreements and other commitments upon terms satisfactory to Purchaser or take other actions with respect to those agreements and other commitments as may be directed by Purchaser.

00582.21.3 Service Contractor, if and to the extent requested to do so by Purchaser, shall promptly assign to Purchaser or Owner, in form and content satisfactory to Purchaser, Service Contractor's rights, title, and interest to the Work purchased for or committed to the terminated Work, or shall otherwise dispose of same in accordance with Purchaser's instructions.

00582.21.4 Requests for compensation attributable to termination under this Article 00582.21 must be submitted to Purchaser in accordance with Article 00582.17. Service Contractor will not be entitled to recover from Purchaser any damages, losses, costs or expenses arising out of or relating to the terminated portion of the Work. Service Contractor's compensation under this Article 00582.21 will not exceed an amount commensurate with the ratio that the terminated Work accepted by Purchaser bears to all of the Work.

00582.21.5 Purchaser is not required to provide a cure period before terminating the Work under this Article 00582.21 for the following: (a) commencement of a case by or against Service Contractor under bankruptcy law; (b) a general assignment by Service Contractor for the benefit of its creditors; (c) the appointment of a receiver to take charge of Service Contractor's assets, (d) a confession of insolvency by Service Contractor; and (e) a material adverse change in Service Contractor's financial status that in Purchaser's sole opinion would affect Service Contractor's ability to perform the Work.

00582.21.6 If this Service Contract is terminated under this Article 00582.21 and it is later determined by Purchaser or adjudged that there was no default, the termination will be considered a termination without cause and the provisions of Article 00582.22 will apply.

00582.22 Termination Without Cause

00582.22.1 Purchaser may, at any time and in its sole discretion, terminate all or part of the Work. Purchaser will provide a written notice to Service Contractor specifying the extent to which the Work is terminated and the effective date of the termination. Service Contractor shall continue to perform all portions of the Work not terminated.

00582.22.2 Upon termination under this Article 00582.22, Service Contractor may only place new agreements related to the Work as necessary to complete the Work not terminated. Upon request by Purchaser, Service Contractor shall promptly give Purchaser complete copies of agreements related to the terminated Work. Service Contractor shall, at Purchaser's request, preserve and protect the Work purchased for or committed to the terminated Work, pending Purchaser's instructions. With respect to the terminated Work, Service Contractor shall promptly make every reasonable effort to cancel associated

agreements and other commitments upon terms satisfactory to Purchaser or Service Contractor shall take other actions with respect to those agreements and other commitments as may be directed by Purchaser.

00582.22.3 Service Contractor shall, if and to the extent requested to do so by Purchaser, promptly assign to Purchaser or Owner, in form and content satisfactory to Purchaser, Service Contractor's rights, title, and interest to the Work purchased for or committed to the terminated Work, or shall otherwise dispose of same in accordance with Purchaser's instructions.

00582.22.4 Subject to Service Contractor's compliance with the provisions of this Article 00582.22 and other applicable portions of this Service Contract, Service Contractor will recover from Purchaser, as the complete and final settlement for the terminated Work and all related Claims, a sum equal to Service Contractor'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. Service Contractor's compensation under this Article 00582.22 will not exceed an amount equal to the ratio the terminated Work accepted by Purchaser bears to all of the Work, provided that Service Contractor will also recover from Purchaser the reasonable costs to terminate agreements with Subcontractors. Payment to Service Contractor for terminated Work will be reduced by the sum previously paid to Service Contractor on account of the terminated Work.

00582.22.5 If termination without cause is preceded by suspension under Article 00582.20, the Parties agree that any cost and schedule impacts associated with suspension will be addressed under that article, and will be excluded from calculation of costs for termination under this Article 00582.22.

00582.22.6 Requests for compensation under this Article 00582.22 must be submitted to Purchaser in accordance with Article 00582.17. Except as provided in this Article 00582.22, Service Contractor will not be entitled to recover from Purchaser any damages, losses, costs or expenses arising out of or relating to the terminated portion of the Work. Payment of the compensation specified in this Article 00582.22 is the sole and exclusive remedy of Service Contractor against Purchaser arising out of or relating to termination under this Article 00582.22.

00582.23 Indemnity

00582.23.1 SERVICE CONTRACTOR 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 SERVICE CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR OFFICERS, EMPLOYEES, OR AGENTS.

00582.23.2 Providing that Purchaser is not in breach of its obligation to make payments to Service Contractor for the Work, Service Contractor 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 Service Contractor, 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, Service Contractor 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 Service Contractor fails to do so, Purchaser will have the right to discharge the claim or lien and hold Service Contractor liable for costs and expenses incurred, including attorneys' fees.

00582.23.3 If an employee of Service Contractor, subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against any member of Indemnified Parties, its officers, directors, employees, or agents, Service Contractor's indemnity obligation set forth in this Article 00582.23.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Service Contractor, subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

00582.23.4 Service Contractor will immediately notify Purchaser of any claim or suit made or filed against Service Contractor or its Subcontractors in which Purchaser or Owner is named as a co-defendant.

00582.24 Insurance Requirements

00582.24.1 Service Contractor shall, at its sole cost, maintain insurance as required by this Service Contract and shall impose the obligations of this Article 00582.24 on all Subcontractors. Service Contractor shall give Purchaser ACORD insurance certificates evidencing the required coverage by the due date identified in the article titled "Schedule of Submittals and Applicable Liquidated Damages" and as Purchaser may request from time to time. Service Contractor shall also give Purchaser, as Purchaser requests from time to time, insurance policy information necessary to demonstrate Service Contractor maintains the insurance limits and endorsements required by this Service Contract. Service Contractor 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 two years after completion of the Work.
- (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, with the exception of professional liability coverage (if required under this Service Contract).
- (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".

00582.24.2 Service Contractor shall maintain broad form commercial general liability insurance protecting Service Contractor, and Indemnified Parties as additional insureds (using endorsements CG 20 10 and CG 20 37 or their equivalent), against claims arising out of or relating to 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. Service Contractor shall maintain policy limits of at least one million dollars for each occurrence and in the aggregate.

00582.24.3 Service Contractor shall maintain worker's compensation insurance protecting Service Contractor against all claims under applicable worker's compensation laws. If Service Contractor is required to maintain worker's compensation insurance in the US, the worker's compensation insurance must contain an "all states" or "other states" endorsement. For Work performed in the US, Service Contractor shall also maintain employer's liability insurance protecting Service Contractor against claims for injury, disease or death of employees which are not covered by the worker's compensation insurance. Service Contractor shall maintain worker's compensation policy limits as required by statute and employer's liability policy limits of at least one million dollars for each occurrence and in the aggregate.

00582.24.4 Service Contractor shall maintain comprehensive automobile liability insurance protecting Service Contractor, 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. Service Contractor shall maintain policy limits of at least one million dollars combined single limit.

00582.24.5 Service Contractor 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 Service Contractor, 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. Service Contractor shall maintain policy limits of at least four million dollars for each occurrence and in the aggregate.

00582.24.6 Service Contractor acknowledges that maintenance of insurance as required under this Service Contract does not release or discharge Service Contractor of any obligations assumed by Service Contractor under this Service Contract. If Service Contractor does not provide insurance meeting the requirements of this Service Contract or does not provide insurance certificates as required by Article 00582.24.1, Purchaser may purchase such coverage and charge the expense to Service Contractor. However, Purchaser's failure to exercise this right does not relieve Service Contractor of the obligations imposed by this Article 00582.24. Service Contractor shall pay any deductibles applicable to insurance policies purchased by Purchaser under this Article 00582.24.6.

00582.24.7 Service Contractor is responsible for maintaining any and all property insurance on their own equipment and shall require all Subcontractors to do likewise.

00582.25 Audit

Purchaser reserves the right to audit the records of Service Contractor. Accordingly, Service Contractor 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 Service Contract. Records and books of account, together with any or all memoranda pertaining thereto that may be kept, maintained, or possessed by Service Contractor, 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. Service Contractor 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 Service Contract, whichever is later.

00582.26 Governing Law and Disputes

00582.26.1 Except as detailed in Article 00582.26.2, claims and disputes arising out of or relating to this Service Contract will be governed by the law of the State of Missouri, USA, excluding provisions that would apply the law of another jurisdiction. The Parties hereby elect to exclude application of the United Nations Convention on Contracts for the International Sale of Goods pursuant to Article 6 of the Convention.

00582.26.2 Service Contractor agrees to be bound by all decisions arising out of or relating to the claims and dispute resolution process set forth in the Prime Agreement to the extent: (a) the decisions relate to the Work; (b) a claim by Owner against Purchaser involves the performance of Service Contractor or the Work; or (c) a Claim of Service Contractor gives rise to a claim by Purchaser against Owner. The initiation of claim and dispute resolution under the Prime Agreement will stay claim and dispute resolution under this Service Contract on any Claim related to the claim under the Prime Agreement.

00582.26.3 To the extent Service Contractor will be bound as set forth in Article 00582.26.2, Purchaser consents to Service Contractor's participation in such claim and dispute resolution process. Service Contractor and Purchaser will each bear their own costs associated with their participation in the Prime Agreement claim and dispute resolution process. A Party will follow the other Party's directions regarding that other Party's Claims, unless such directions adversely affect the Party's own Claims.

00582.26.4 Disputes between Service Contractor and Purchaser not addressed in Articles 00582.26.2 and 00582.26.3, will be resolved exclusively by the Tenth Judicial District Court of Kansas, located in Johnson County, Kansas, or the United States District Court for the District of Kansas, located in Kansas City, Kansas, as their jurisdiction permits. To the extent Purchaser or Service Contractor prevails against the

other Party on such dispute, reasonable dispute resolution costs including attorney fees shall be recoverable from the losing Party.

00582.26.5 Pending resolution of any claim or dispute, and without prejudice to Service Contractor's rights, Service Contractor shall continue to perform as directed by Purchaser.

00582.27 Hazardous Conditions

00582.27.1 Service Contractor is not responsible for any Hazardous Conditions encountered in the performance of the Work at the Jobsite. Upon encountering any Hazardous Conditions, Service Contractor will stop services immediately in the affected area and duly notify Purchaser. For purposes of this Service Contract, 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 Service Contractor for the exclusive benefit of Service Contractor.

00582.27.2 Service Contractor 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.

00582.27.3 Service Contractor will be entitled, to an adjustment in its compensation and all times for performance of the Work to the extent Service Contractor's cost or time of performance have been adversely impacted by the presence of Hazardous Conditions, subject to submission of appropriate documentation by Service Contractor and Service Contractor's duty to mitigate.

00582.28 Force Majeure

00582.28.1 If Service Contractor 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 Service Contractor 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.

00582.28.2 In addition to Service Contractor's right to a time extension for those events set forth above, Service Contractor shall also be entitled to an appropriate increase in the compensation due to the impacts or delays arising from such events. Service Contractor will file all claims in accordance with Article 00582.17.

00585 - Safety, Health and Accident Prevention

00585.1 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 the SARP10 Program Office.

00585.2 Safety, Health, and Accident Prevention Program

00585.2.1 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. Subcontractor must include training, Master Job Hazard Analysis (JHA) and daily JSAs.

00585.2.2 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. Purchaser must approve sub-tier subcontractors prior to mobilization to the jobsite.

00585.3 Hazardous Waste Project Health and Safety Plan

00585.3.1 Subcontractor understands that the Work may involve 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.

00585.4 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.

00585.5 Safety and Health Representative

The Subcontractor shall identify a qualified person to be its representative for Environmental, Safety, Health & Security matters 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.

00585.6 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 Sub-subcontractor personnel not implementing or following the necessary safety and health measures; and
- (d) increasing the amount of Subcontractor safety and health training.

00585.7 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) additional 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. The drug test must be completed and passed no more than 10 days prior to arriving on the jobsite.

00585.8 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.

00585.9 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.

00681 - Service Contract Attachments

00681.1 – Not Used

00681.2a Partial Waiver and Release

**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 _____ (designate whether subcontractor, supplier or otherwise) for the _____ (designate the type of work, supplies or services rendered) on the improvements constructed on the premises hereafter identified, declares that his contract with _____ (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 _____. A total of \$ _____ is being held as retainage.

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the **City of Memphis (Owner)** and to _____ (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 _____ (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:

Address of Project:

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

The undersigned further represents and warrants that he is duly authorized and empowered to sign and execute this waiver on his own behalf and on behalf of the company or business for which he is signing; that he 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 has paid for all the labor, materials, equipment, and services that he has used or supplied to the above premises through the date of said payment application or invoice; that he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against _____ (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 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 _____ (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 _____ (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 _____ (General Contractor) or any subcontractor of _____ (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 voluntary act and deed and further stated that the facts recited are true of his personal knowledge.

My Commission Expires: _____

Notary Public
Residence

County/State: _____

00681.2b Final Waiver and Release

AFFIDAVIT AND FINAL WAIVER OF CLAIMS AND LIENS AND RELEASE OF RIGHTS FOR CONTRACTORS

The undersigned, who is the _____ (designate title) of _____ which is the _____ (designate whether subcontractor, supplier or otherwise) for the _____ (designate the type of work, supplies or services rendered) on the improvements constructed on the premises hereafter identified, declares that his contract with _____ (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 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 _____. A total of \$ _____ is being held as retainage.

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the **City of Memphis (Owner)** and to _____ (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 _____ (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:

Address of Project:

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

The undersigned further represents and warrants that he is duly authorized and empowered to sign and execute this waiver on his own behalf and on behalf of the company or business for which he is signing; that he 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 has paid for all the labor, materials, equipment, and services that he has used or supplied to the above premises as required by the contract; that he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials against _____ (General Contractor); and that any materials which have been supplied or incorporated into the above premises were either taken from his 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 _____ (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 _____ (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 _____ (General Contractor) or any subcontractor of _____ (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 voluntary act and deed and further stated that the facts recited are true of his personal knowledge.

My Commission Expires:_____

Notary Public
Residence County/State:_____

00681.3 Loss Control Manual

The Loss Control Manual is available for viewing at the SARP10 Program Office:

Contact Gary Older, Construction Manager to schedule an appointment:

OlderGS@bv.com or 813-323-0502

00681.4 Certificate of Nondiscrimination (1 page)

As Bidder, Contractor, or Subcontractor on Purchaser's Contract, Front Street & Mud Island Interceptor Evaluation

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, Section 00280.7.

Service Contractor's Name

Date

Signature

Printed or Typed Name and Title

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

00681.5 Equal Business Opportunity Program Compliance Form (1 page)

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

This Service Contract 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 "Doing Business". The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises (M/WBE). Additionally, in accordance with federal executive Order 11625 and 12138, the local government must make a good faith effort to include participation from Disadvantage Business enterprises (DBE) in subagreement awards. The DBE fair share goal for this project is a minimum of **5.2%** for Minority Business Enterprises (MBE) and a minimum of **5.2%** for Women Business Enterprises (WBE). The overall combined M/WBE percentage to meet is **15%**. **Please note Service Contractor must meet both percentages independently to satisfy the requirements.**

Participation Plan

The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates to achieve in the performance of contract resulting from this RFP; (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 RFP.

Eligible M/WBE and/or DBE Firms

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #5384, a firm must be included on the City's list of certified M/WBE firms. All contractors identified as a Disadvantaged Business Enterprise (DBE) must be on the Tennessee Uniform Certification Program (TNUCP) List at the time of the proposal opening.

A list of the City's eligible M/WBE firms and DBE firms may be requested from Purchaser as a guide only. If a Bidder desires to utilize an M/WBE or DBE 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 proposal/response due date. Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Mary Bright, Esq.
City of Memphis
Contract Compliance Office
125 North Main Street, Suite 546
Memphis, TN 38103
Phone: (901) 576-6210
Fax: (901) 576-6560
Email: mary.bright@memphistn.gov

MINORITY/WOMEN BUSINESS ENTERPRISE COMPLIANCE FORM

SERVICE CONTRACT TITLE: Front Street & Mud Island Interceptor Evaluation

Project M/WBE Goal: MBE minimum **5.2%**
 WBE minimum **5.2%**
 Overall Combined **15%**

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

<u>\$</u>	<u>%</u>	<u>M/WBE</u>	<u>DBE</u>	<u>CERTIFIED SUBCONTR. 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.

00681.7 Report of Disadvantaged Business Enterprise Participation Form (1 page)

Exhibit A: 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.

1. 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.)

2. 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 number 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.

3. 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 2003-2013**

Table 1

Average Precipitation by Month (In Inches)											
Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
4.14	3.79	4.49	5.54	6.30	2.52	4.19	3.23	3.01	3.79	4.27	4.87

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.
5	5	5	5	5	3	4	3	3	4	5	5

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.

Technical Specifications

CITY OF MEMPHIS – STANDARD EVALUATION SPECIFICATIONS
SECTION 00011 – FRONT STREET AND MUD ISLAND INTERCEPTOR
EVALUATION

PART 1 – SCOPE

- 1.01 This Work shall consist of manhole and sanitary sewer interceptor Evaluation, perform 3D Optical Manhole Inspection Scans at designated manholes. Sonar/CCTV surveys to digitally inspect and record conditions of existing sanitary sewer mains and connections in larger diameter sanitary sewer pipe. Larger diameter sewer pipes to be inspected are located in both improved streets, arterial and primary roads, backyards and unimproved easements. Slight cleaning of the sanitary sewer may be required prior to Sonar/CCTV inspection.
- 1.02 The Work covered by this section includes furnishing all labor, competent PACP certified technicians, equipment, tools, accessories, and materials required to Sonar/CCTV inspect the designated sanitary sewer lines.
- 1.03 PACP compliant inspections, logs, data, and photos shall be delivered to the Program Manager (from hereon Program Manager shall be interpreted as “Program Manager or his designee”) on external hard drives which shall become property of the Program Manager. Data files shall be formatted to facilitate upload into a PACP compliant exchange database or internet uploads formats to an FTP site approved by the Program Manager.
- 1.04 Inspect the Sluice Gate at end of tunnel.
- 1.05 Penetrate Manholes that are up to 100 feet in depth with dives up to 50 feet in depth.
- 1.06 The Diver shall penetrate the Sanitary Sewer Interceptor up to 300 feet laterally per segment.
- 1.07 Clean enough debris and sediment from sewerage shaft and interceptor to allow for inspection.
- 1.08 Grind or cut any protruding objects on the surface of the shaft that may cause obstructions to diver or dive support equipment using appropriate equipment for the atmosphere (i.e. Hydraulic Shears).

1.08 Job Specific Safety

CITY OF MEMPHIS – STANDARD EVALUATION SPECIFICATIONS
SECTION 00011 – FRONT STREET AND MUD ISLAND INTERCEPTOR
EVALUATION

All diving and inspection work shall be conducted under the following regulations, directives or guidelines:

- Association of Diving Contractors Diving Consensus Standards
- Scuba Diving Institute Safety Manual.
- OSHA, 29CFR 1910, Subpart T
- Program Loss Control Manual

A. Safety

1. Man Basket

- a. OSHA, 29CFR 1926, Subpart CC
- b. Diagram of man basket to be approved by Program Safety Team

2. Crane

- a. A daily pre-operation safety inspection shall be performed on the on-site crane that shall be lifting the man basket (dive stage).
- b. A daily pre-operation lift test shall be conducted with the crane and the dive stage to ensure safe entry and exit for the diver.
- c. Crane is required to have Load Moment Indicator

3. Tenders working within 6 feet of open hole shall don fall arrest harnesses and prepare for downhole operations. 100% fall protection shall be required for any persons within 6' of the fall exposure.

4. Jersey barriers shall be required to be set up at a minimum of 10 feet from open hole.

- a. ~~To be provided~~ A diagram will be provided

5. The diver shall enter the water using man-basket/dive stage. The dive stage shall have an emergency air whip with quick disconnect fitting which is compatible with the divers' helmet.

B. Emergency Situations

This items shall need to be covered in a Job Hazard Analysis (JHA) at a minimum:

1. Entrapped or fouled diver.
2. Loss of vital support equipment.
3. Loss of breathing gas.
4. Loss of communications with the diver.
5. Lost diver.
6. Diver injured in water.
7. Deck/equipment fire during dive.
8. Diver blow up/over rapid ascent to surface
9. Dive loss of consciousness in water.

CITY OF MEMPHIS – STANDARD EVALUATION SPECIFICATIONS
SECTION 00011 – FRONT STREET AND MUD ISLAND INTERCEPTOR
EVALUATION

10. Injured/ill surface crew member during diving operations.
11. Situations where decompression was omitted.
12. Severance of diver's umbilical.
13. Diving in contaminated water.

PART 2 – MATERIALS & EQUIPMENT

2.01 MATERIALS

A. Submittals

1. Unless otherwise specified all sample submittals shall be delivered to the Program Manager within two weeks of the NTP.
2. Traffic Control Plan shall be submitted to the Program Manager, including the following items:
 - a. Outline of permit acquisition procedure for lane closures.
 - b. Methods for proper signing and barricades, which comply with City of Memphis requirements.
 - c. Major streets (e.g. Shelby County Principal Arterial & Minor Arterial) requiring a City approved permit if taking a lane for mobile operations, secured through Traffic Control Plan submittal to the City and signed by a TN P.E. The City requires two-week lead time for permit processing.
 - i. The Contractor shall be required to deliver a sample primary/arterial road Traffic Control Plan for review by the City.
 - ii. If the City determines that the nature of the work operation or the type of road in which the Contractor is working requires a permit, the Contractor shall be required to modify the sample Traffic Control Plan to obtain a permit from the City.
 - d. For everywhere else where a permit is not required, the Contractor shall develop, provide, and implement a traffic control plan for all mobile operations in accordance with standard MUTCD specifications.
 - e. The Contractor is also responsible for acquiring all necessary disposal and/or landfill site permits as required to perform this work.
 - f. Railroad Rights of Way: The Contractor shall notify the Program Manager when work or access to manholes and sanitary sewers lie within the 25 feet of railroad easement as measured by 25 feet outside the nearest rail of the tracks. To access sewer facilities within the 25 feet of the railroad right of way the Contractor shall contact the Program Manager 48 hours in advance who shall alert the City's Zone Construction Inspector to coordinate individual railroad direction and guidance.

CITY OF MEMPHIS – STANDARD EVALUATION SPECIFICATIONS
SECTION 00011 – FRONT STREET AND MUD ISLAND INTERCEPTOR
EVALUATION

3. Site Contractor emergency phone numbers.
4. Schedules of work on a weekly basis that shall be delivered no later than 2:00 PM on Thursday for the week following with daily AM email updates of approximate crew locations each day.
 - a. Weekly schedule format shall contain the following elements:
 - i. Map format.
 - ii. Sufficient streets labeled and identified at a scale to provide clarity.
 - iii. Nature and type of crew location by map area.
5. Confined space entry plans for both “permit required” and “non-permit required” confined spaces.
6. Copies of National Association of Sewer Service Companies (NASSCO) certification for all field staff conducting PACP inspections.
7. Sample of PACP compliant television survey log in MS Access format.
8. Sample of PACP compliant video inspection in MP-4 format.
9. CCTV and Sonar/CCTV inspection vehicle and equipment supplies list.
10. Sample of combined CCTV & Sonar/CCTV inspection report.

2.02 EQUIPMENT

A. General

1. All equipment used for PACP compliant Sonar/CCTV sewer segment inspections of existing larger diameter sanitary sewer mains shall be specifically designed and manufactured for the purpose intended under this Contract. The software and hardware for the electronic capture of the inspection defects and recorded observations must be Version 6.0.1 NASSCO PACP compliant.

PART 3 – EVALUATION REQUIREMENTS

3.01 Manhole Condition Evaluation

- A. Perform 3D Optical Manhole Inspection Scans on all manholes.
- B. Dive Team and SARP10 Program shall review 3D manhole scans to plan the manhole entries.
- C. Dive Team shall develop a comprehensive plan/approach to inspect the interceptor from the bottom of the target manholes. The inspection of the interceptor shall require several preparatory tasks. These tasks shall include removal of all manhole steps that could entangle any air hoses, safety lines and personnel stages. All grease, solids and other materials

CITY OF MEMPHIS – STANDARD EVALUATION SPECIFICATIONS
SECTION 00011 – FRONT STREET AND MUD ISLAND INTERCEPTOR
EVALUATION

- would block the divers safe and efficient entry from the bottom of the manhole into the interceptor shall be removed and disposed of properly.
- D. Collect gas readings for every 10 feet in manhole. Those gases that are to be recorded:
 - a. H₂S
 - b. O₂
 - c. CO
 - d. Combustible(s)
 - E. The Dive Team begins operations at target manhole. Dive Team evaluates the general characteristics of the interceptor at the entry point including visibility, debris characteristics and capacity (free space of the interceptor). The Dive Team shall remove any protruding objects on the surface of the shaft that may cause obstructions to diver or dive support equipment. The Dive Team shall remove debris in interceptor that prevents them from entering interceptor. The Dive Team shall perform tactile inspections of the pipe using appropriate tools. The purpose of the tactile inspection is to determine the soundness of pipe. The Dive Team shall also take recorded images of the crown of the pipe using Clear Box Video recording technology. The Dive Team shall utilize a water parachute (or other approved methods) to float a tag line to the next manhole. Sonar/CCTV Contractor shall then attach their HD Sonar/CCTV Profiler to the tag and winch the profiler through the Priority Area collection Sonar/CCTV data. The assistance of the Dive Team may be required to launch or extract the HD Sonar/CCTV Profiler.
 - F. Perform penetration dive 300 feet horizontal from each manhole.
 - G. Collect 3 Clear Box images at 9 o'clock, 11 o'clock and 3 o'clock every 100 feet on the interceptor wall.
 - H. Collect at least 1 water temperature reading in the pipe at each manhole
 - a. Record obvious temperature changes experienced by the diver in interceptor.
 - I. Dive Team shall inspect the sluice gate at end of the tunnel. The team shall document the structural integrity of the gate.

3.02 Sonar/CCTV Inspection of Sewer Mains

- A. Sonar/CCTV Combined Operations

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1. Where there is free space in the pipe CCTV/Sonar/CCTV Combo shall be recorded.
2. The combination CCTV and Sonar/CCTV equipment shall be capable of inspecting a length of sewer up to at least 1,000 linear feet when entry into the sewer may be obtained at each end and up to 750 feet where a self-propelled unit is used and where entry is possible from one end only.
3. Each inspection unit shall contain a means of transporting the CCTV camera or Sonar/CCTV equipment in a stable condition through the sewer under inspection. Such equipment shall ensure the maintained location of the CCTV camera and Sonar/CCTV equipment when used independently on or near to the central axis of a circular shaped sewer. The maximum allowable flow depth that is permissible for the combination Sonar/CCTV/CCTV is equal to 75% of the pipe diameter.
4. Where the CCTV camera or Sonar/CCTV head are towed through the sewer, all winches shall be stable with either lockable or ratcheted drums. All connection shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the CCTV camera or Sonar/CCTV equipment through the surcharged sewer. All winches shall be inherently stable under loaded conditions.
5. Each inspection unit shall carry sufficient numbers of guides and rollers such that, when inspecting, all connecting materials are supported away from pipe and manhole structures and all CCTV & Sonar/CCTV lines used to measure the CCTV camera and the Sonar/CCTV head location within the sewer are maintained in a taut manner and set a right angles where possible, to run through or over the measuring equipment.
6. The CCTV Camera and Sonar/CCTV head shall be positioned to reduce the risk of picture distortion. In circular sewers the CCTV camera lens and/or Sonar/CCTV head shall be positioned, when possible, centrally within the “dry” area for the CCTV and centrally within the “wet” area for the Sonar/CCTV head. In non-circular sewers, picture/Sonar/CCTV image orientation shall be taken at mid-height, unless otherwise agreed, and centered horizontally. In all instances the camera/Sonar/CCTV lens shall be positioned looking along the axis of the sewer. A positioning tolerance of + 10% of the vertical sewer dimension shall be allowed.
7. When the scanning Sonar/CCTV is deployed, either stand alone or combined with CCTV, the speed or travel shall be limited to 4 inches per second or 20 feet per minute.
8. A General Condition 360° CCTV rotational scan must be implemented at every 50 feet interval (min) along sewers, and at all manholes and all salient, specified, defect features. More frequent scans must be made should the condition of the pipe differ from the previous scan. The tilt must not be less than 225°.

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9. The color palette shall have a minimum of 16 colors with text. The Sonar/CCTV image, inside the viewing area shall be in color.
10. The picture update speed shall not result in unsatisfactory picture resolution. The range of resolution shall be 1/10 inch.
11. The maximum beam width of Sonar/CCTV energy pulse shall be no greater than two degrees from the center of the transducer.
12. The transducer shall be of the continuous scanning type, the speed of which shall be 1 second per 360° scan.
13. The Contractor is responsible for hiring a licensed sub-contractor to retrieve any equipment/foreign objects that get stuck in the sewer system through the execution of the scope of work (fallen cameras, jet nozzles, inflatable plugs, sandbags etc.) at the Contractor's own cost. Such retrieval by an appropriately licensed sub-contractor shall be made within 72 hours to avoid interfering with the City of Memphis sewer system operations. Any and all impacts and related costs due to the Contractor's equipment in the line shall be the responsibility of the Contractor.

B. Quality Assurance

1. QA/QC shall be as contained in Section 00003 - Closed Circuit Television Inspection of Sewer Mains & Connections, Paragraph 3.01.D. Quality Assurance.

C. Deliverable Documentation

1. Mainline Sewer:
 - a. Submit V.6.0.1 PACP and 3D Optical Manhole Inspection Scans compliant records, logs, and electronic inspection data for sewer line/manhole inspection to Program Manager by the close of business fifteen (15) days after data acquisition
 - b. Digital videos, data, and photos shall be delivered to the Program Manager on external hard drives which shall become property of the Program Manager.
 - c. Data files shall be formatted to facilitate upload into a PACP Database with the approval of the Program Manager.
 - d. Inspections displaying poor digital video/audio quality shall be rejected. Quality refers to, but is not limited to, grease or debris on lens, camera under water, image too dark, image washed-out, distorted image, or out of focus images, lines improperly cleaned, and poor/no audio.
 - i. Contractor shall re-televiser rejected inspections and resubmit inspections at no additional cost to the Program Manager.

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2. Map changes/undocumented manholes:
 - a. For map changes identifying undocumented manholes and network changes which were found as a result of field inspections or observations, a Map Edit Form shall also be prepared and supplied by the Contractor with a drawing or sketch and shall indicate special details, field measurement or distances, or locations about an observed undocumented manhole or a change to the sewer network. The Map Edit Form should also identify buried manholes and siphons that have been encountered.
 - b. Contractor shall indicate all buried manholes identified in the field via Sonar/CCTV/CCTV using the provided Buried Manhole Form. Any additional manholes that have not been located or verified via Sonar/CCTV/CCTV but are impeding the completion of required Sonar/CCTV/CCTV work should be designated as unable to locate (UTL) and be included on the form.
3. Sonar/CCTV Reports
 - a. The Contractor shall submit two hard copies of all details, i.e. a typed “Full Detail” report for each inspection, showing the position and full text of each defect encountered and their grades. The Contractor shall also supply an overall Summary Report detailing major defects and those inspections that require attention along with a statistical report showing lengths of sewers inspected and a breakdown of sizes and lengths inspected.
 - b. The Contractor shall supply a MS ACCESS database and free issue software for both the viewing of the media files and the Sonar/CCTV images from within the database.
 - c. The Sonar/CCTV Inspection shall include complete structural and service Evaluation to the equivalent PACP standard as that obtained through conventional CCTV imagery.
 - d. The Sonar/CCTV inspection shall include measurement of flow depth and debris/silt depth.
 - e. A Color High Resolution Sonar/CCTV image of cross sections of the sewer must be taken (saved) every 50 feet or more frequently should the internal profile or debris/silt depth of the sewer change from the previously saved image.
 - f. These images are to be cross-referenced to the reports and database(s) for ease of retrieval.

PART 4 –DELIVERABLES

4.01 RECORDS

- A. Digital Inspection Record

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In the digital PACP V.6.0.1 compliant format, the Contractor shall provide the following information:

1. Digital CCTV survey and Sonar/CCTV inspection which shall be recorded and shall be continuous as the inspection proceeds through the manholes and sewer pipes.
2. Digital Recordings: The digital recording shall document the visual and audio record of the sewer pipe inspection and shall be the basis of measurement and payment. Digital recording playback shall be at the same speed that it was recorded. Original digital recordings for the Project shall be forwarded to the Program Manager on clearly labeled external hard drive(s) in PACP ACCESS format with final report submittals and shall become the property of the Program Manager. Data for a single facility asset will not be split across multiple hard drives. Digital recordings shall be available to the Program Manager by the close of business on the Monday following a week after data acquisition. File naming must be consistent. Additional instructions, naming conventions, file structures, etc. will be provided after contract award.
 - a. Picture Quality: The sewer inspection digital record shall be free of steam, fog, vapor, or other headspace distortion that degrades the quality of the picture from the intended purpose of evaluating the sewer for structural and watertight integrity. If necessary, the Contractor shall provide positive ventilation or other means through the sewer pipe to draw out steam, fog, and vapor that will degrade the recorded image of the pipe.

i. Inspection Documentation Logs

1. CCTV Records

- a. Observations made during television inspection shall be documented in an unmodified PACP compliant manner within an electronic inspection log form, supported by accompanying audio, digital photographs and MP-4 (web optimized) format recording written to an external hard drive and submitted to the Program Manager. Hard copies of completed inspection log photographs shall be furnished to the Program Manager with invoicing.

2. Sonar/CCTV Records

- a. Where combined CCTV and Sonar/CCTV inspections are performed, the display in the viewing area shall show the combined CCTV and Sonar/CCTV images of the sewer being inspected. The Sonar/CCTV image shall be superimposed on the real CCTV image, and continuously recorded, as a combined operation at the time of the inspection resulting in a single

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combined video file in MP-4 (Web optimized) format for each inspection.

- b. The Sonar/CCTV Inspection shall include a comprehensive final report on the findings concerning major defects including fractures, displaced joints, deformation, corrosion, lateral intrusions, dominant surface features, encrustation, and debris/silt depths.

C. Electronic & Hard Copy Records

1. Reports: The Contractor shall prepare printed inspection log reports for each associated sewer pipe inspected during the actual field inspection activities. These field logs shall then be reviewed by the Contractor's technical staff, along with reviewing the associated digital video record, as a means of ensuring that no defects or entries are omitted or incorrect. Edited field logs shall then be used in the final project reports and submitted in pdf format.
2. Draft Report and Final Report: The Draft/Final Report will contain electronic and hard copies of each of the PACP CCTV log pipe segment inspection logs. Digital recordings of the inspections written to an external hard drive and the PACP compliant database of the inspections in ACCESS format shall also be submitted in electronic and pdf format.

The Final Report shall be in the style of an engineering technical memorandum (TM) which shall summarize the findings of the manhole and interceptor Evaluation work. The TM shall include everything required in Part IV, Deliverables, and include any engineering judgments regarding the information collected. A draft of the TM shall be submitted within fifteen (15) days for review and any relevant comments made to the TM by SARP10 shall be incorporated, as appropriate. The TM shall be submitted within two calendar weeks and returned with one original and one electronic copy. The TM shall be sealed by a TN Professional Engineer. At the Program Manager's discretion a meeting will be held so the Contractor can explain the processes used to address the comments.

D. Meetings

The Program Team shall arrange bi-weekly meetings (every other week) with the contractor to discuss data management and field issues.

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E. Quality

Rejection of deliverables shall be submitted to the Contractor via the Program Team in a written communication discussing issues that must be addressed. The Contractor shall be required to follow up with a response within three business days upon receipt of the written communication. Contractors shall have seven (7) calendar days from the rejection notice date to make the necessary corrections and resubmit the data deliverable in its entirety.

PART 5 – MEASUREMENT

5.01 REMOVAL OF ALL MANHOLE STEPS

Removal of all Manhole Steps shall be measured by a per each step removed.

5.02 DIVE TEAM PERSONEL

Dive Team Personnel shall be measured on an hourly basis. If for some reason the divers are stopped due to weather, program's safety discretion, Diver's choice, etc. The break down for hourly payment is as follows:

- 0-4 Hours
- 4-8 Hours
- 8-12 Hours

5.03 DIVE TEAM EQUIPMENT

Dive Team Equipment shall be measured on a daily basis.

5.04 PENETRATION PAY

Penetration pay shall be measured on a linear foot entered into interceptor

5.05 CUTTING AND GRINDING EQUIPMENT

Cutting and Grinding Equipment shall be measured on a set per day basis

5.06 DIVE TEAM CLEANING TEAM TO REMOVE GREASE

Dive Team Cleaning Team to Remove Grease shall be measured on a hour basis.

5.07 DIVE TEAM OVERTIME

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- Dive Team Overtime shall be measured by hourly for work over 12 hours or on weekends
- 5.08 DIVE TEAM CLEAR BOX WITH VIDEO RECORDER
- Dive Team Clear Box with Video Recorder shall be measured on an hourly basis.
- 5.09 DEBRIS DISPOSAL
- Debris Disposal shall be measured on a ton amount per depth of manhole.
- 5.10 CONSUMABLES
- Consumables shall be measured on a lump sum basis
- 5.11 MAN RATED CRANE MOBILIZATION
- The mobilization of the crane shall be measured in a lump sum.
- 5.12 MAN RATED CRANE OPERATOR & RENTAL
- The operator and crane operation shall be measured on an hourly basis.
- 5.13 PENTRATION EQUIPMENT PREP AND DELIVERY
- The equipment prep and delivery for penetration shall be measured in a lump sum basis.
- 5.14 3D OPTICAL MANHOLE INSPECTION SCANS
- 3D Optical manhole inspection scans shall be measured on an each manhole.
- 5.15 SLUICE GATE INSPECTION
- Sluice Gate inspection is measured in a lump sum basis.
- 5.16 SONAR/CCTV/CCTV INSPECTION
- Sonar/CCTV inspection shall be measured by linear foot by each diameter of mainline sewer inspected and documented in accordance with the specification.

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5.17 Mobilization and Demobilization

This matter is an incidental of the project.

PART 6 – PAYMENT

6.01 REMOVAL OF ALL MANHOLE STEPS

The unit price shall cover the entire cost of removing all steps in the manhole.

6.02 DIVE TEAM PERSONEL

The unit price shall cover all cost of The Dive Team.

6.03 DIVE TEAM EQUIPMENT

The unit price shall cover the equipment needed to safely complete this dive.

6.04 PENETRATION PAY

This shall be made on a linear foot basis from the manhole entering interceptor.

6.05 CUTTING AND GRINDING EQUIPMENT

The unit price shall cover all equipment needed for cutting and grid of manhole steps

6.06 DIVE TEAM CLEANING TEAM TO REMOVE GREASE

Dive Team Cleaning Team to Remove Grease shall be measured on a hour basis.

6.07 DIVE TEAM OVERTIME

Overtime shall only be allowed if approved by SARP10.

6.08 DIVE TEAM CLEAR BOX WITH VIDEO RECORDER

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The unit price shall cover all cost associated with taking 3 Clear Box images at 9 o'clock, 11 o'clock and 3 o'clock every 100 feet on the interceptor wall Dive Team Clear Box with Video Recorder.

6.09 DEBRIS DISPOSAL

The debris that is removed from the manhole shall be disposed of properly. The unit price is for ton of debris depending on the depth of the manhole

6.10 CONSUMABLES

Consumables shall be measured on a lump sum basis

6.11 MAN RATED CRANE MOBILIZATION

The unit price covers the lump sum cost for mobilization of crane job site.

6.12 MAN RATED CRANE OPERATOR & RENTAL

The operator and crane operation shall be measured on an hourly basis.

6.13 PENTRATION EQUIPMENT PREP AND DELIVERY

The equipment prep and delivery for penetration shall be measured in a lump sum basis.

6.14 3D OPTICAL MANHOLE INSPECTION SCANS

3D Optical manhole inspection scans shall be measured on an each manhole.

6.15 SLUICE GATE INSPECTION

This unit price shall cover the entire cost of the inspection of the Sluice gate.

6.16 SONAR/CCTV/CCTV INSPECTION

The unit price for Sonar/CCTV inspection shall cover the entire cost of the required Sonar/CCTV inspection and reporting in accordance with PACP V 6.0.1 format, including but not limited to labor, mobilization and access, equipment, recording media, traffic control, light cleaning of mainline sewer, documenting results in PACP records and logs, digital format

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recordings, photo equipment, power supply for equipment, interim and final reports, and all other appurtenant work.

No additional payment shall be made for:

1. Re-inspection due to rejected inspection and/or records for any reason
2. Incomplete electronic logs for either CCTV or Sonar/CCTV digital records

6.18 PAYMENT SHALL BE MADE UNDER:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
00011-6.01	Removal of All Manhole Steps	Each
00011-6.02	Dive Team Personnel	Day
00011-6.03	Dive Team Equipment	Day
00011-6.04	Penetration Pay	LF
00011-6.05	Cutting and Grinding Equipment	Set/Day
00011-6.06	Dive Team Cleaning Tools to Remove Grease	Hour
00011-6.07	Dive Team Overtime (Over 12 hours & Weekends)	Hour
00011-6.08	Dive Team Clear Box with Video Recorder	Hour
00011-6.09	Debris Disposal	
	<30 Feet	Ton
	30-50 Feet	Ton
	50-70 Feet	Ton
	>70 Feet	Ton
00011-6.10	Consumables Charged	LS
00011-6.11	Man Rated Crane Mobilization	LS
00011-6.12	Man Rate Crane Operator & Rental	Hour
00011-6.13	Penetration Equipment Prep and Delivery	LS
00011-6.14	3D Optical Manhole Inspection Scans	Each
00011-6.15	Sluice Gate Inspection	LS
00011-6.15	Sonar/CCTV/CCTV Inspection	LF
00011 - 6.17	Mobilization and Demobilization	LS

END OF SECTION 00011