



**Request for Bid
Manholes Adjustment Addendum No. 3 to
RFB No. 179821.71.0407
July 23, 2014**



The following information encompasses Addendum No. 3 for the above referenced RFB. Bidders shall fully consider and acknowledge this Addendum in the preparation and submittal of its formal Bid. Failure to do so may result in the rejection of the Bid.

Section 1 – Mandatory Pre-Bid Meeting Notes and Sign-In Sheet

Section 2 – Additional Bidder Questions received to date

Section 3 – Updates to Articles 00370 (Table 00370.3.1.1 updated, Table 00370.3.3 has been deleted), 00572.14 add language to address Subcontractor fee for overhead and profit. Section 02950 Articles 4.01, 5.01 and 5.05 updated Pay Unit.

All other conditions and requirements remain unchanged.

Pre-Bid Meeting Notes

Q1: Will the City provide the frame and cover as well as the riser rings?

SARP10: Yes, the City will provide the frame and cover as well as the riser ring.

Q2: Is there a mobilization bid item when repairs are greater than the maximum 18" depth?

SARP10: Yes, see Table 00370.1.1 Item 02532-5.03.

Q3: What type of gravel will be used for the base?

SARP10: Use CR-16 as the gravel type.

Q4: Will the Subcontractor replace the sod with the same sod or will the Subcontractor be seeding it?

SARP10: Replace the turf disturbed area with Bermuda sod grass.

Q5: Will SARP10 consider adding a thickness to the asphalt and concrete bid items.

SARP10: Refer to Table 00370.3.1.1, which has been updated.

Q6: Has there been any thought about making the previous video logs available?

SARP10: Yes, SARP10 will make the video logs available and will work with the Subcontractor to make everything as efficient as possible.

Q7: What if the property owner will not give the Subcontractor right of entry to get to the manhole?

SARP10: The Subcontractor will have to work closely with the property owner in order to negotiate access. If the Subcontractor is running into issues please contact the SARP10 Team and we will work with the City and the resident to obtain proper access.

Q8: Is the Subcontractor picking the next ten manholes? Why would the Subcontractor pick difficult manholes with no access?

SARP10: No, the Subcontractor will not be picking the next 10 manholes. The first 10 manholes will be located for the Subcontractor. The second 10 manholes the SARP10 Team will go into the field with the Subcontractor's crew and guide the Subcontractor in locating these manholes. After this the Subcontractor is responsible for locating all the other manholes from the maps provided by SARP10.

Q9: Do all of the manholes have easements to get the equipment in the area?

SARP10: Most sewer lines do have adjacent easements, however some sewer lines do run through property lines and the Subcontractor will need to work with the resident and/or property owner to gain access.

Q10: The RFB documents have equipment for 25T track crane in the bid items, please expand on this?

SARP10: Table 00370.3.3 has been removed from the RFB.



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Q11: What about the bulldozer as well?

SARP10: Table 00370.3.3 has been removed from the RFB.

Q12: Do the Minority Sub-contractors have to be off the City of Memphis approved list for us to get MWBE credit?

SARP10: Yes they must be on the City List.

Q13: Is the competent persons listed in safety documents only for excavation?

SARP10: That person is designated as a competent person for specialties ranging from excavation to traffic control. The full list is in the Loss Control Manual.

Q14: What does JHA & JSA stand for?

SARP10: JHA is Job Hazard Analysis and JSA is Job Safety Analysis.

Q15: Is the Loss Control Manual available online? Where is it located?

SARP10: A link to download the Loss Control Manual is provided below:

https://www5.ibackup.com/ibackup/sh/sh?k=k4z6w7w6v7#./sh?&_suid=140606109415307541403141183693

Q16: Does all the pre-qual requirements such as financial information only apply for Prime Subcontractor or Sub-contractors as well?

SARP10: SARP10 only requires safety information for any Sub-subcontractors that are bidding under a Prime Subcontractor for the project.

Q17: Are there any safety requirements for the suppliers?

SARP10: If the Sub-subcontractors come on site for an extended period of time there are certain safety and drug testing requirements but if a Sub-subcontractor is just delivering materials they must only have the proper PPE.

Q18: Are there any pre-qual documents needed for suppliers?

SARP10: If you are only a supplier you do not need to fill out documents and we typically don't look at your documents if you are just on site for a couple of hours.



SIGN-IN SHEET

Project: SARP10	Meeting Date: July 15, 2014
Meeting: Manhole Adjustment Pre-Bid	Time: 1:00 – 3:00 PM
Facilitator: Brad Davis	Place/Room: 2714 Union Ext'd 5 th Floor Training Room

Name	Company	Phone	E-Mail
Ron Hall	Scott Contractors	901-386-1981	RONHALLSCZ@YAHOO.COM
Terrell Richards	WET Contracting	901-534-1780	terrellrichards250@gmail.com
Wiley Richards	WET Contracting Corp	901-497-1291	WileyRichards@MSN.COM
Ben Morgan	Cor-bits	901-382-2594	benma.cor-bits.com
Ricky Sommer	Baker Corp	901-482-0032	rsommer@bakercorp.com
Rob Wallace	Zellner Const.	901-794-1100	MHILL@ZCS-LLC.COM
Barbara Smith	Precise Contracting SARP10	901-493-9943 ^{cell} 901-774-8010 ^{office}	barbara@precise.com
Hal Humphrey	Gresham Smith & Partners	205-937-5409	hal-humphrey@ssprod.com
Cora Cook	cmtruckingmemp	901-340-4468	cmtruckingmemphis@Rocke mail.com
Bobby Allen	City	636-7131	bubbs.allen@memphis.tn.gov
Thomas Terry	AWPM	901-287-0113	Thomas@allworldmail.com
Brent Hooks	SARP10		
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Ron Wilson	VIS/CCM A JOINT VENTURE	(901) 736-8320	rwilson@ccm-inc.us
John Brito	Sar-PIU	401-663-2945	Br.lj@pb.com



Name	Company	Phone	E-Mail
Ricky Cox	Wagner General	901-386-0060	ricky@wagnergeneral.com
JENNIFER JORGE	BLACK & JEATCH	916 6426451	JORGEJ@BU.COM
Belinda Teamer	Imperial Contractors	901-398-2355	bteamer@imperialcontractor.services.com
Cynthia Williams	Art H Contractors	901 6840160	cynthia@artandhcontractors.com
Andre Ford	Campbell & Ford Construction	901-331-6835	andre_ford@msn.com
Michael Jenkins	MJ Contracting	901-690-2684	J Jenkins 18 @ comcast.net
Edward P. Bronston	BLO H&K PE	(901) 219-2282	edward@bronstonlawoffice.



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Additional Bidder Questions

Q1: Will SARP10 consider issuing maps showing locations of all manholes to allow for site inspection prior to submitting bids?

SARP10: No, because all manhole locations are not known.

Q2: Will SARP10 consider raising all buried manholes rather than only those that are buried 18" or less?

SARP10: No, not under this contract.

Q3: Will SARP10 consider revising unit prices for asphalt and concrete replacement to cubic yards (CY) rather than square yards (SY) so that the Subcontractor can match existing thicknesses?

SARP10: Refer to Table 00370.3.1.1, which has been updated.

Q4: The Bid Forms include Table 00370.3.3 Adjustment Time & Material Bid Form which requires Unit Prices for different pieces of equipment that will not be on the site on a regular basis. This causes some confusion trying to come up with a unit price.

SARP10: Table 00370.3.3 has been deleted and language to Article 00572.14 Subcontract Revisions and Work Authorizations has been updated to address overhead and profit fees.

00572.14 Subcontract Revisions and Work Authorizations

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

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

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

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

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

00572.14.23 A written Subcontract revision is required before Subcontractor is entitled to payment for the Work performed under the Work authorization. Subcontractor will bear the expense of performing any change not supported by a written Work authorization or written Subcontract revision. Purchaser will not be liable to Subcontractor for Claims arising from a decrease in the Work. No change is effective without a written Work authorization or a written Subcontract revision issued by Purchaser.

00572.15 Non-Disclosure

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

00572.16 Suspension of Work

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

00572.17 Termination for Cause

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

00572.18 Termination Without Cause

Purchaser may, at any time and in its sole discretion, terminate all or part of the Work. Subject to Subcontractor's compliance with this Subcontract, Subcontractor will recover from Purchaser, as the complete and final settlement for the terminated Work and all related Claims, a sum equal to

CITY OF MEMPHIS – STANDARD CONSTRUCTION SPECIFICATIONS

modified by SARP10 Program

SECTION 02950 REMOVAL AND REPLACEMENT OF PAVEMENTS AND INCIDENTALS

shall construct and place such barricades and protection devices as are necessary to protect the concrete.

3.06 REPLACEMENT OF SIDEWALKS, DRIVEWAY APRONS, CURBS AND GUTTERS, DRIVEWAYS AND OTHER PAVED AREAS, AND CURBS

A. Concrete sidewalks and driveway aprons shall be replaced in accordance with the City of Memphis Standard Construction Specifications.

B. Unless otherwise directed, curb and gutter shall be replaced with new concrete curb and gutter of the same cross-section and at the same top of curb elevation and flow line as that removed. Where curb and gutter of a different type than existing is to be used for replacement, the replacement flow line shall match existing and a transitions section provided between the existing and replacement cross-sections. Curb heights shall be transitioned at a rate of 1 inch in 5 feet. Granite curb shall be replaced with new concrete curb whose height matches existing adjacent curb top elevations. Any expansion joint material removed shall be replaced at the original locations. Existing concrete edges shall be cleaned prior to placement of concrete. The finished curb and gutter cross-section, elevations, texture, and color shall conform to the adjacent concrete surfaces.

C. Replacement of paved areas other than street pavement; concrete, asphalt, or gravel driveways; and asphalt or concrete curb within the right-of-way or construction easement limits shall be in kind for those cross-sections removed, unless directed otherwise by the Purchaser.

3.07 DAMAGE DUE TO SETTLEMENT

A. The Subcontractor shall be responsible for any damage caused by settlement of backfill placed beneath pavements, sidewalks, driveway aprons, curbs, curbs and gutters, driveways, paved areas other than street pavement, and asphalt or concrete curb within the right-of-way or construction easement limits. This includes any damage which may occur at any time prior to, and during a period of one year from the date of Final Completion of the Work covered by the Subcontract.

B. During such period, the Subcontractor shall at his own cost and expense refill all excavations where settlement damage has occurred and replace damaged pavements, sidewalks, driveway aprons, curbs, curbs and gutters, paved areas, driveways, and all other damaged items to the satisfaction of the Purchaser. Should the Subcontractor fail to repair settlement damage which may occur as described above within 5 days after being given notice thereof, the Purchaser shall have the right to repair such settlement and charge the cost of such repairs to the Contractor.

3.08 DAMAGE OUTSIDE CONSTRUCTION EASEMENT LIMITS

The Subcontractor will be held responsible for all damage to roads, highways, shoulders, curbs and gutters, ditches, embankments, bridges, culverts, and other property, caused by him or any of this Sub-subcontractors in hauling or otherwise transporting materials to and from the several sites of Work, regardless of the location of such damage. The Subcontractor shall make arrangements relative to the payment for, or repair or replacement of, such damage or damaged surfaces or structures which are satisfactory and acceptable to the Purchaser, at the Subcontractor's cost and expense.

PART 4 – MEASUREMENT

4.01 PAVEMENT REMOVAL AND REPLACEMENT

Pavement removal and replacement shall be measured for payment by the ~~square-cubic~~ yard, complete in place.

CITY OF MEMPHIS – STANDARD CONSTRUCTION SPECIFICATIONS

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SECTION 02950 REMOVAL AND REPLACEMENT OF PAVEMENTS AND INCIDENTALS

- 4.02 CONCRETE SIDEWALK REMOVAL AND REPLACEMENT
Sidewalk removal and replacement shall be measured for payment by the square foot, complete in place.
- 4.03 CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
Curb and gutter removal and replacement shall be measured for payment by the linear foot, complete in place.
- 4.04 GRAVEL DRIVEWAY AND GRAVEL AREA REMOVAL AND REPLACEMENT
Gravel driveways and gravel area removal and replacement shall be measured for payment by the ton of crushed limestone, complete in place.

PART 5 – PAYMENT

- 5.01 PAVEMENT REMOVAL AND REPLACEMENT
The accepted quantities of pavement removal and replacement shall be paid for at the Subcontract unit price per ~~square-cubic~~ yard for the type specified, which price will be full compensation for cutting and recutting pavement; removal and disposal of pavement and base; preparing the subgrade; placing, finishing, curing, and protection of concrete; and placing and compacting asphaltic concrete wearing surfaces, complete in place.
- 5.02 CONCRETE SIDEWALK REMOVAL AND REPLACEMENT
The accepted quantities of sidewalk removal and replacement shall be paid for at the contract unit price per square foot, which price will be full compensation for removal and disposal of sidewalk; preparing the subgrade; and placing, finishing, curing and protection of concrete, complete in place.
- 5.03 CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.
The accepted quantities of curb and gutter removal and replacement shall be paid for at the Subcontract unit price per linear foot for the type specified, which price will be full compensation for removal and disposal of curb and gutter; preparing the subgrade; and placing, finishing, curing and protection of concrete, complete in place.
- 5.04 GRAVEL DRIVEWAY AND GRAVEL AREA REMOVAL AND REPLACEMENT
The accepted quantities of gravel driveway and gravel area removal and replacement shall be paid for at the Subcontract unit price per ton of crushed limestone, which price will be full compensation for preparing the subgrade and replacing the gravel, complete in place.
- 5.05 PAYMENT WILL BE MADE UNDER:

Item No.	Pay Item	Pay Unit
02950-01.01	Asphaltic Concrete Pavement Removal and Replacement	Square-Cubic Yard
02950-01.02	Concrete Pavement Removal and Replacement	Square-Cubic Yard
02950-02	Concrete Sidewalk Removal and Replacement	Square Foot
02950-04	Concrete Curb And Gutter Removal and Replacement	Linear Foot
02950-06	Gravel Driveway And Gravel Area Removal and Replacement with Crushed Stone	Ton

END OF SECTION 02950