

Addendum 2 - RFP 14-009-14

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To: Registered plan holders via email
cc: Nelson Fowler, Diep Tran - Shelby County Government
From: Rodney Hubbard - MEDFAC Engineering LLC
Subject: Shelby County Government - Boiler Modifications
Date: October 11, 2013
Re: Addendum 2 - (7 page total)

Incorporate the following items into the Project Manual and Drawings. This addendum is a binding part of the Contract Documents. Acknowledge receipt of this Addendum in bid documents.

1. The new boilers at 201 Poplar shall be shifted from the location shown east approximately 12 to 16" while maintaining all required equipment service clearances.
2. 140 Adams has primarily two way valves on the heating water coils. The modification of 3 way valves to 2 way is achieved by closing the bypass valve and removing the handle as noted in the detail drawings. Field verify which locations require this modification.
3. The Proposal form is revised to eliminate Bid Package #3. Additionally the form modifies the Base Bid to apply the scheduled boiler and includes a Deductive Alternate for both Bid Packages #1 & #2 to allow boilers that comply with Contract Document requirements.
4. Specification Section 15010 pages 2, 3 & 4 are replaced with the attached pages 2, 3 & 4.

END OF ADDENDUM

PROPOSAL - RFP #14-009-14

(COPY THIS PROPOSAL AND USE AS YOUR BID FORM)

In compliance with your Invitation for Bids for:

Shelby County Government - Boiler Modifications

Project Location: 140 Adams - Bid Package #1
201 Poplar - Bid Package #2
Memphis, TN 38103

The undersigned bidder: (Check one)

- a corporation organized and existing under Tennessee laws;
- a partnership consisting of _____;
- an individual trading as _____;

of the City of _____ having examined the attached Contract Documents and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, proposes to furnish and pay for all labor, tools, material, utility fees, plant, federal, state and local taxes and equipment necessary for implementation of the Contract requirements.

The bid amount shall incorporate an allowance for unidentified work as a contingency. Contingency funds may only be applied toward work that is not identified by the contract documents and is approved by the Owner. Any unused funds will be deducted from the contract by deductive change order at contract close-out.

\$38,000 Contingency allowance Bid Package #1

\$42,000 Contingency allowance Bid Package #2

The undersigned Bidder further proposes to perform all work as selected by the Owner and furnish and pay for all equipment in accordance with the Contract Documents, within the time limit specified, for the following Bid Package if awarded by the Owner:

BID PACKAGE #1 - Base Bid - 140 Adams - Courthouse - (apply scheduled boiler)

in figures \$ _____

in words _____

BID PACKAGE #1 - Deductive Alternate #1 - (apply an equal boiler)

in figures \$ _____ (Enter the reduction from Base Bid Amount)

in words _____

_____ name the proposed boiler _____

BID PACKAGE #2 - Base Bid - 201 Poplar - Criminal Justice Center - (apply scheduled boiler)

in figures \$ _____

in words _____

BID PACKAGE #2 - Deductive Alternate #1 - (apply an equal boiler)

in figures \$ _____ (Enter the reduction from Base Bid Amount)

in words _____

_____ name the proposed boiler _____

The Bidder is offering a boiler that fully complies with Contract Document requirements under the above Deductive Alternates and acknowledges that they will provide all design and shop drawings necessary to install the alternate boilers in accordance with all code and manufacturers requirements.

The undersigned Bidder, pursuant to the rights reserved by the Owner, under Legal Notice to Bidders as to rejection of bids and under Instructions to Bidders as to award of Contract, agrees to accept the award of said Contract and hereby agrees to enter into a Contract within 7 days after due notification from the Owner of award of the Contract, and further agrees to furnish all labor, tools, materials, plant, and equipment, perform all services and comply with all terms and conditions established by the Contract Documents.

The Bidder agrees that if he is awarded this Contract, he will commence construction within 14 calendar days after receipt of signed contract and will be **substantially complete with all work within 24 weeks** from the date of the contract award, at which time the Owner will have full beneficial use of all heating systems in this building. Final Closeout shall occur within 4 weeks of substantial completion or the liquidated damages shall be reinstated until the project is fully completed and all documentation and programming is approved and accepted by the Owner. 6 weeks will be added to the above if both Bid Packages #1 & #2 are awarded simultaneously.

Should the Contractor neglect, refuse, or fail to complete the work within the time specified, after all extensions of time granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Contractor for the work to be done under this Contract, an agreed upon sum equal to **Three Hundred Dollars (\$300.00) per calendar day for each and every day that the work is delayed in its completion beyond the specified time.** The said **\$300.00 per day** shall be held by the Owner under a mutual understanding between the Contractor, Contractor's Surety and the Owner. If necessary the Owner shall collect any monies directly from the Contractor or the Contractor's Surety.

Enclosed herewith is a (Certified Check) (Cashier's Check) or a solvent bank (5% Bidder's

Bond) in the amount of _____ DOLLARS (\$ _____), made payable to the Owner as a guarantee of good faith and which the undersigned hereby agrees shall be retained as liquidated damages by the Owner should the Contractor fail to furnish a Performance Bond written by good solvent in a surety company doing business in the State of Tennessee and acceptable to the Owner. The Performance Bond shall be in an amount equal to the gross amount of said Contract, and the Performance

Bond shall be made and Contract shall be signed within 2 weeks after date of due notification from the Owner of award of the Contract, and the check shall be returned to the undersigned upon the signing of the Contract and delivery of the required number of copies of approved Performance/Payment Bond to the Owner.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is understood that this bid may not be withdrawn for a period of 120 days after the scheduled time for receipt of bids.

The undersigned declares that _____ is the only person, firm or corporation interested in this proposal, and that no other person, firm or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm or corporation making proposal for the same work, and that it is in all respects fair as to the work bid upon and without collusion or fraud; also that no officer or employee of Shelby County Government who is excluded by law from participating therein, is directly or indirectly interested herein, or in furnishing of the supplies or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof.

Receipt of the following addenda is hereby acknowledged: _____.
(Insert numbers of all addenda received; if no addenda received, insert "None").

Bidder _____
Signature Printed Name

Business address

Full name and residence of all persons interested in the foregoing as principals are:

(Name) _____ (Address) _____

(Name) _____ (Address) _____

(Name of President if a Corporation) (Name of Secretary if a Corporation)

END OF SECTION

- O. Operating and Maintenance Manuals.
- P. Warranties.

1.03 WORK INCLUDED

- A. All labor, materials, tools, and services for complete installation of mechanical, fire protection and plumbing equipment and systems contained in the Contract Documents.

Significant integration with existing systems is required under this project. Allow for the time and investigation to identify systems and components that are affected by these connections even though they are outside of the construction area and protect these systems from service interruption and damage. Maintain these components, keeping them in service throughout construction and include them in the permanent construction.

- B. Principal features of the work included are:

1. A complete heating system throughout the renovated areas while maintaining HVAC service to the adjacent areas that are not renovated.
2. Hydronic, steam, condensate piping and accessories to serve the coils, utility piping, space heating and water heating needs throughout the building and the renovated space. Associated firestopping, piping insulation, supports, vibration isolation, identification, and penetrations.
3. Control systems for pumps, boilers and domestic water heater controls with integration and mapping into the existing Building Automation System.
4. Roof, wall and floor penetrations and supports for HVAC equipment, piping and drain systems associated with equipment and piping installed or modified under this Division 15. Cutting and patching for mechanical work. Providing all support steel, strut, bases, watertight seals and seismic restraints for mechanical work.
5. Plumbing fixtures, equipment, plumbing system demolition, additions and modifications to support the renovated systems and equipment added under this project. Boilers, capping and relocating piping and accessories, supports, penetrations, identification and insulation.
6. Identifying with adhesive labels all Division 15 piping, duct, components, valves and equipment whether concealed or exposed, new, renovated or relocated.
7. Testing and balancing of mechanical systems. Correct deficiencies identified by testing and balancing Contractor.
8. Preparation and submittal of maintenance manuals, shop drawings, product data, and samples. Factory start-up of all equipment and Owner training.
9. Maintaining a record set of drawings, marking them to indicate locations of concealed items, and deviations made to suit conditions and production of mechanical as-built drawings.

10. Preparation of surfaces for painting, mechanical duct and piping and associated coverings, penetration patches and supports in locations where noted.
11. Automatic sprinkler protection of the new, renovated and affected areas to comply with applicable codes and requirements of all Authorities Having Jurisdiction over this project.
13. Temporary ducting, valves, caps, piping and insulation as needed to accommodate the phased installation of the work and partial use and occupancy that must be accommodated throughout the course of this project. This work is not specifically indicated on the plans, but plumbing systems, HVAC, and fire protection systems suitable for the use of the space must be maintained via permanent or temporary means for all occupied areas.
14. Seismic restraints and seismic restraint design by an engineer licensed in the state where the work is installed for every item installed by Division 15.

1.04 RELATED WORK

- | | | |
|----|--------------|----------------------|
| A. | Division 1: | General Requirements |
| B. | Division 3: | Concrete |
| C. | Division 9: | Finishes |
| D. | Division 16: | Electrical |

1.05 EQUIPMENT/ITEMS SUPPLIED BY OTHERS AND INSTALLED BY DIVISION 15.

- A. Certain items are new items, Owner Supplied Contractor Installed, OSCI. These items are required to be inspected, unloaded, stored, installed and/or connected by the Contractor as part of the work of this Contract. Owner supplied items may be furnished directly by the Owner or may be furnished by Contractors under separate contracts with the Owner.

The following items are furnished by others, and shall be received, unloaded, placed and connected by the Division 15 Contractor:

- a. None
- B. Responsibilities of party furnishing equipment:
 1. Arrange for and deliver necessary shop drawings, product data and samples to the Contractor.
 2. Arrange and pay for Product delivery to the site, in accordance with the construction schedule.
 3. Deliver supplier's bill of materials to Contractor, when required.
 4. Inspect deliveries jointly with Contractor.
 5. Submit claims for transportation damage.
 6. Arrange for replacement of damaged, defective, or missing items.
 7. Provide manufacturer's warranties, service and start-up.
- C. Contractor's Responsibilities:
 1. Designate delivery date for each Product in the Construction Schedule.
 2. Review shop drawings, product data and samples. Submit to Architect/Engineer with notification of any discrepancies of problems anticipated in the use of the product.

3. Handle products at the site, including unloading, uncrating, storage and protection of the items from damage. Contractor agrees to assume full responsibility for, and insure all such items upon delivery.
4. Assemble, install, connect, adjust and finish Products, as stipulated in the respective Section of Specifications.
5. Repair or replace items damaged by Contractor.
6. Coordinate with Vendor and include warranty and O&M information in close out documents.
7. Coordinate any start-up, servicing and Vendor inspections to assure installation is in accordance with manufacturers' recommendations.

1.06 ITEMS TO BE FURNISHED FOR INSTALLATION BY DIVISION 16

- A. The following items are mentioned here to make the Division 16 Contractor aware of the connection requirement since these requirements might be confusing or difficult to interpret elsewhere. This in no way relieves the Division 16 Contractor from his requirements delineated elsewhere.
 1. Remote HVAC Control devices, 120V/1Ph.
 2. Interlocks between motorized dampers and fans, 120V/1Ph.
 3. VFDs are furnished and installed on strut racks or stands by DIV15. All wiring is by DIV16.