

**FURNISH AND INSTALL EMERGENCY GENERATOR
SHELBY COUNTY CRIMINAL JUSTICE CENTER COMPLEX
201 POPLAR AVE.
MEMPHIS, TN 38103
RFP 14-011-23
Addendum No. 1
December 2, 2013**

1. Refer to revised specification 01100," Summary"; This document has been modified to describe work to be included in Base Bid and in Additive Bid Alternate No. 1. All changes have been highlighted in bold type.
2. Refer to attached bid form. This document is to be submitted as your bid.
3. Please note that the work indicated in the contract documents has been modified in this addenda. The work indicated as Phase 1 is to be included in the base bid amount. The work indicated as Phase 2 and 3 is to be included in Additive Alternate No. 1 and is to be a single dollar figure for phases 2 and 3 combined.

End of Addendum No. 1

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Replace existing emergency generators.

1. Project Location: 201 Poplar Ave., Memphis, TN 38103.

B. Owner: Shelby County Government.

C. Engineer: Canup Engineering, Inc., 7953 Stage Hills Blvd., Suite 107, Bartlett, TN 38133

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Phase 1: Replace one existing 750 KW emergency generator with a new 1000 KVA emergency generator, replace existing paralleling gear and re-feed the three existing emergency generators and associated equipment remaining under this phase, modify existing exhaust system and existing fueling system.
2. **Phase 2: Replace three existing 750 KW emergency generators with two new 1000 KVA emergency generators (denoted as Phase 2 and Phase 3 in contract documents) complete with associated electrical, fuel piping and exhaust systems. Deduct any redundant costs associated with Phase 1 if Phase 2 runs concurrently with Phase 1.**

B. Type of Contract.

Canup Engineering, Inc.
Project No. CE13-037

Shelby County CJC Generator Replacement
201 Poplar Ave., Memphis, TN

1. **Project will be bid with Phase 1 as the base bid and Phase 2 (denoted as Phase 2 and 3 in contract documents) as add alternate No. 1.**

1.4 ACCESS TO SITE

- A. **General:** Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. **Use of Site:** Limit use of Project site to areas within the Contract limits. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. **Driveways, Walkways and Entrances:** Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. **Condition of Existing Building:** Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. **Full Owner Occupancy:** Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

- A. **Work Restrictions, General:** Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. **On-Site Work Hours:** Limit work in the existing building to normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 1 General Requirements: Requirements of Sections in Division 1 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

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RFP 14-011-23

(Submit As Your Bid)

In compliance with your Invitation for Bids for:

Furnish and Install Emergency Generator, Shelby County Criminal Justice Complex, 201 Poplar Ave.

Project Location: 201 Poplar Ave
 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, federal, state and local taxes and equipment necessary for implementation of the contract requirements.

The bid amounts 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. The following contingency amounts are incorporated in the Bid amounts:

Bid Package #1 = \$10,000.00 contingency

Bid Package #2 = \$30,000.00 contingency

The undersigned further proposes to perform all work and furnish and pay for all equipment in accordance with the Project Manual and Contract stipulations thereof, with the limit specified, for the following lump sum price if any or all are awarded by the Owner: Enter "NO BID" if you are not offering a Bid on a specific package(s).

Base-Bid Amount – Phase 1

in figures \$ _____

in words _____

Additive Alternate No. 1 – Bid Amount – Phase 2 and 3

in figures \$ _____

in words _____

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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 under phase 1 and two this project in 72 weeks from the date that a Notice To Proceed is issued. Additionally the following milestone dates are established and liquidated damages are applied to any milestone date that is not met by the following weeks after a notice to proceed is issued. Milestone dates after the date notice to proceed is issued:

Phase 1 complete.....36 Weeks
Phase 2 complete.....36 Weeks

The Bidder agrees that all request for extensions of time shall be in writing and that only such extensions of time as are granted by the Owner in writing shall be considered in computing that total Contract time. Owner furnished equipment will be available to the Contractor when the notice to proceed is issued.

Should the Contractor neglect, refuse, or fail to complete the work to be done under the Contract within the time herein specified, after all extension 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 milestone and substantial completion 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 (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 a amount equal to the gross amount of said Contract, and the Performance Bond shall be made and contract shall be signed within 1 week after date of Notice To Proceed from the Owner of award of 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 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 exclude by law from participating therein, is directly or indirectly interested

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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 principle are:

(Name) _____ (Address)

(Name) _____ (Address)

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

END OF SECTION