



**CITY OF MEMPHIS**

**Request for Quote**

**#120752**

**MPD TRAINING ACADEMY CLASSROOM**

**ADDITION PHASE II**

**Addendum Two (2)**

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This Addendum will become part of the Contract Documents. In case of difference with previous addenda or communications, this addendum takes precedence. Receipt will be acknowledged by inserting the Addendum number and its date in the RFQ Response.

This Addendum consists of twenty-one (21) pages.

I. MODIFICATIONS/CLARIFICATIONS TO THE RFQ

1. Pre-Bid sign-in sheet attached.
2. Note the revised bid date is Wednesday, April 5, 2023.
3. City of Memphis Equal Business Opportunity Program  
Project Goal: 38% MBE  
5% WBE
4. General Contractor is responsible for securing the jobsite from Notice to Proceed until substantial completion is issued.
5. Contractor staging, parking and service interruptions must be coordinated with onsite staff primary contacts are Daniel Berford and Silas Billington.
6. All owner items equipment and material will be removed from project limits by owner prior to notice to proceed being issued.

**ADDENDUM NO. TWO  
MEMPHIS POLICE DEPARTMENT  
TRAINING ACADEMY CLASSROOM ADDITION  
4517 Academy Drive  
Memphis, Tennessee 38127**

**RENAISSANCE GROUP**  
9700 Village Circle, Suite 100  
Lakeland, TN 38002

RGI Project No. 21074

March 23, 2023



TO ALL PRIME CONTRACT BIDDERS OF RECORD:

The original Project Manual and Drawings, dated January 31, 2023, prepared by Renaissance Group for work on the project, are hereby amended as noted in this Addendum No. Two.

Receipt of this Addendum shall be acknowledged by inserting its number and date in the space provided on the Bid Form.

**GENERAL**

- Item #1:** Sign in sheet from on site pre bid meeting is attached to this addendum.
- Item #2:** The Revised Bid date is:  
Sealed bids will be received at the Office of the City of Memphis Purchasing Agent, Room 354, City Hall, 125 N. Main, Memphis, TN 38103, until 12:00 pm, Wednesday, **April 5, 2023**.
- Item #3:** City of Memphis Equal Business Opportunity Program  
Project Goal: **38% MBE**  
**5% WBE**
- Item #4:** General Contractor is responsible for securing the jobsite from Notice to Proceed until Substantial Completion is issued.
- Item #5:** Contractor staging, parking and service interruptions must be coordinated with onsite staff Primary contacts are Daniel Berford and Silas Billington
- Item #6:** All owner items, equipment and material will be removed from project limits by owner prior to Notice to Proceed being issued.

**ADDENDUM NO. TWO**  
**MEMPHIS POLICE DEPARTMENT**  
**TRAINING ACADEMY CLASSROOM ADDITION**  
**4517 Academy Drive**  
**Memphis, Tennessee 38127**

**SPECIFICATION**

Replace existing Section 00010 – Legal Notice to Bidders with revised Section 00010 – Legal Notice to Bidders that reflects change of bid date to April 5, 2023

Replace existing Section 00100 – Instruction to Bidders with revised Section 00100 – Instruction to Bidders to reflects change of bid date to April 5, 2023

Section 01020 – Allowances – Include in base bid and Allowance of \$3,500 for sprinkler system drain piping extension. This allowance covers the cost of supplying, installation costs, overhead, profit, pipe material and markup.

**DRAWINGS**

Replace existing sheet G0.0 – Cover Sheet dated 1/31/2023 with revised sheet G0.0 – Cover Sheet dated 3/24/2023.

Replace existing sheet A4.2 – Wall Sections dated 1/31/2023 with revised sheet A4.2 – Wall Sections dated 3/24/2023.

Sheet A6.1 - Replace Door Remarks notes regarding door allowance with \$800 per leaf in lieu of \$600 per leaf. New 90 min. rated door and frame is required at A100.

END OF ADDENDUM NO. TWO



**SECTION 00010 - LEGAL NOTICE TO BIDDERS**

Sealed bids will be received at the Office of the City of Memphis Purchasing Agent, Room 354, City Hall, 125 N. Main, Memphis, TN 38103, until 12:00 p.m., ~~March 29, 2023~~ **April 5, 2023** for furnishing the City of Memphis with the following:

FOR THE DIVISION OF: **Police Services**

FOR THE CONSTRUCTION OF: **City of Memphis  
MPD Training Academy Classroom Addition  
4517 Academy Drive  
Memphis, TN 38127**

Plans, Specifications and attendant deposit information available from:

**Renaissance Group, Inc.  
9700 Village Circle, Suite 100  
Lakeland, TN 38002**

**THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL AND MINORITY BUSINESS IN THE PURCHASING PROCESS.**

All bids must include on the outside of the bid envelope, the name of the project, the bid due date and the bid opening time.

**LICENSING DISCLOSURE REQUIREMENTS:**

Classification for this Project shall be **BC - Building Construction  
BC-B - Building Construction - Commercial  
BC-b Building Construction small**

All bidders must be licensed contractors as required by Title 62, Chapter 6, of the Tennessee Code Annotated and must comply with the requirements of Tenn. Code Ann. 62-6-119.

In addition, the City of Memphis requires that the bidder's license number, license expiration date, and that part of the license classification that applies to the bid, appear on the outside of the envelope containing the bid. The bidder shall also include, on the outside of the bid envelope, the name, license number, license expiration date, and license classification of any subcontractor to be used by the bidder for electrical, plumbing, heating, ventilation & air conditioning work, and masonry provided that such classifications (i.e. electrical, plumbing, heating ventilation & air conditioning and masonry) are applicable to the project. In the event that such classifications are not applicable to the project, the bidder shall indicate same on the outside of the bid envelope, by designating the classification and the words "not applicable" or "NA".

The above licensing disclosure requirements shall not apply to any bid that is less than \$25,000. If any bid amount, whether for the total bid submitted by the bidder as general contractor or for a sub-bid for electrical, plumbing, and/or heating ventilation & air conditioning work, is less than \$25,000, or if the masonry bid amount is less than \$100,000, the licensing disclosure requirements set out above are not applicable. In lieu thereof the bidder must provide on the outside of the bid envelope, his name and address and/or the name and address of any such subcontractor whose sub-bid is less than \$25,000 (\$100,000 for masonry), along with the words "exempt from licensing requirement."

**THE CITY OF MEMPHIS WILL NOT OPEN OR CONSIDER ANY BID WHICH DOES NOT COMPLY WITH THE ABOVE LICENSING DISCLOSURE REQUIREMENTS.**

"CERTIFICATION BY EACH BIDDER MUST BE MADE WITH RESPECT TO NONDISCRIMINATION IN EMPLOYMENT."

"CERTIFICATION BY EACH BIDDER MUST BE MADE WITH RESPECT TO A DRUG FREE WORKPLACE."

A BID BOND IS REQUIRED IF THE BID AMOUNT EXCEEDS \$100,000.

Award of contracts will be made on the basis of the lowest and best bids as determined by the City of Memphis. "Lowest Bid" is defined as the total amount of the Base Bid plus any alternates the City elects to use. "Best Bid" shall be defined as the responsive quotation, that meets the contract documents, including, if applicable, any M/WBE Participation Goal as set out in this specification.

Any claim of error in a bid must be filed in writing with the Administrator, Land Development/Budget, Rm. 644, 125 N. Main, Memphis, TN 38103 by noon the next working day following bid opening if a contractor wishes to withdraw his bid without forfeiture of his bid bond.

Any protest of award must be filed in writing with the City Purchasing Agent within ten calendar days of the intent of award announcement. Intent of award announcement will be sent to all bidders by the City Purchasing Agent, after review of all opened bids.

By Order of the Mayor of the City of Memphis, Tennessee.

CITY PURCHASING AGENT

END OF SECTION 00010

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1. **PROJECT DESCRIPTION**

Project consists of: **Construction of a new Classroom addition to the Memphis Police Department Training Academy located at 4517 Academy Drive. Project is type VB construction, approx.. 3,050 sq. ft. and sprinklered.**

2. **BIDDING DOCUMENTS**

For the mutual protection of the City, City's Consultant (hereafter "the Consultant"), and all subcontractors and material suppliers, partial sets of documents will not be issued. Therefore, all contractors intending to submit a bid shall obtain one (1) complete set of documents from the consultant in order for his bid to be accepted. This will also place the Contractor on the mailing list for possible addenda issuance.

Bidding documents are available at the office of the Consultant and may be obtained as follows:

a) Contractor Bidders:

One (1) complete set of bidding documents, drawings, and specifications, may be obtained upon deposit of \$300 which amount is refundable to all Contractors submitting a bona fide bid upon return of all contract documents complete and in the order issued. However, deposits of successful bidders will not be returned.

b) Subcontractors, material suppliers, and contractors desiring additional sets and all interested parties:

Complete sets of bidding documents, drawings and specifications, may be obtained for \$300 half of which is refundable upon return of such documents.

c) All such bidding documents are also available to be shipped to any out-of-town bidder and interested parties via appropriate carrier "collect" upon receipt of deposit, as applicable.

Documents must be returned within 10 days after bid opening and determined to be in acceptable condition by the Consultant for deposit to be refunded.

3. **PLAN ROOM DISTRIBUTION:** *(Note A/E team to check prior to bid set printing)*

Complete sets of contract documents are available for review at the following locations:

- a) Builders Exchange Plan Room; 642 South Cooper Street; Memphis, TN; phone # 272-7495.
- b) Memphis Area Minority Contractors Association, 480 Dr. M.L. King Jr. Avenue, Memphis, TN 38103, Phone # 526-9300. ([MAMCA\\_1@hotmail.com](mailto:MAMCA_1@hotmail.com))

4. **ADDENDA**

The Consultant will forward one (1) copy of all addenda to holders of each set of documents. All such addenda will become a part of the contract documents and subject to all conditions contained therein, and must be listed on the Bid Form for the bid to be accepted. Note: no addendum shall be issued within seven (7) calendar days prior to the date set for opening of bids, unless said addendum, delays the opening of said bids.



**5. INTERPRETATION**

Requests for interpretation should solely be addressed to the Consultant either in writing or via telephone. No oral interpretation will be made to any bidder as to meaning of drawings and specifications. Requests for interpretation will be accepted up to ten (10) calendar days prior to date set for opening of bids. All interpretations will be made in the form of an addendum and will be issued as promptly as practicable to all parties registered with the Consultant as having documents. Note: no addendum shall be issued inside of seven (7) calendar days prior to the date set for opening of bids, unless said addendum, delays the opening of said bids.

**6. PREPARATION OF BIDS**

Each bid must be submitted using the forms attached hereto, and must include in the Bid Envelope the following fully executed items:

- a) The written bid on the form provided by the City's Consultant; all spaces must be completed in ink or typewritten.
- b) Bid security in the form of a Bid Bond or certified check in the amount of 5% of the bidder's proposed bid if the bid amount exceeds \$100,000.
- c) City of Memphis Construction Contract Certificate of Nondiscrimination on the form provided.
- d) City of Memphis Minority/Women Business Enterprise Program on the form provided.
- e) Good Faith Effort Documentation M/WBE Program on the form provided.  
(only if M/WBE goal not obtained)
- f) City of Memphis Construction Contract Certificate of a Drug Free Workplace on the form provided.

**7. BIDS**

Bid Forms with attachments are incorporated herein. DO NOT REMOVE any bidding forms from the Project Manual. Prior to bid date, the Consultant will furnish a duplicate copy of bid forms to each bidder to be used in the submission of his/her bid as previously stipulated. Note that the bid enclosure documents are printed on colored paper for easy identification.

**8. BID EXCLUSIONS/QUALIFICATIONS**

Any bid that is qualified in any way or which contains any exclusions will automatically be classified as non-conforming and shall not be given consideration for contract award.

**9. BID GUARANTEE REQUIREMENTS**

Submit bid guarantee as a guarantee that:

- a) Bidder will not withdraw bid for one hundred twenty (120) days after opening of proposals without Owner's written consent.
- b) If bid is accepted, bidder will enter into formal contract with Owner, within ten (10) days after receipt of contract documents for execution.

- c) If bid is accepted, bidder will execute required Performance bond and will obtain required insurance coverage within ten (10) days after receipt of contract.
- d) Contract between Owner and Contractor will be submitted to the Contractor for signature, then returned to the Owner for signature. Performance Bond and all certificates of insurance must be submitted by the Contractor at the same time as he returns the signed contract to the Owner.

For bid proposals which exceed \$100,000, a bidder's bond or certified or cashier's check made payable to the City of Memphis on a solvent bank will be provided in the amount of 5% of the bid. Said instrument to remain in effect and will be returned only after the contract has been fully executed and secured. Additionally, the successful bidder shall execute a performance bond in an amount equal to 100% of the contract sum as security for the faithful performance of the contract and for the payment of labor and material furnished and incorporated into the work. The only acceptable form of instrument for this bond is bound herein. Bond shall be furnished through an agent domiciled and legally authorized to do business in the State of Tennessee, and delivered to the Owner not later than ten (10) calendar days after the date shown on written notice from the City. The proposed surety company must be one acceptable to the City of Memphis.

Bidder shall be liable to the Owner for full amount of bid guarantee as representing damage to the Owner on account of default of bidder if:

- (a) Bid is withdrawn within one hundred twenty (120) days after receipt of bids without approval of Owner.
- (b) Bidder fails to enter into contract with Owner and execute required Performance Bond and provide required insurance coverage within ten (10) calendar days subsequent to notice of award of contract.

#### **10. EXAMINATION OF SITE**

Before submitting a bid, the bidder shall personally visit the site of proposed work and arrive at a clear understanding of the conditions under which the work is to be performed. No consideration will be allowed subsequently by reason of error or oversight on the part of the bidder or on account of interference by either the City or existing conditions. Neglecting any of the above requirements will not be acceptable as reason for delay in the work or for adjustments of the contract sum. Bidders must make an appointment with Renaissance Group (Kevin Duncan) at telephone #901-332-5533 to visit the project site.

#### **11. FIELD MEASUREMENTS**

The Contractor shall make his own measurements to verify square footage, dimensions and quantities to complete the project. The dimensions and areas indicated on the drawings are for reference only and are not to be construed as the actual dimensions and areas.

## **12. STATE OF TENNESSEE CONTRACTOR REQUIREMENTS**

If bid is \$25,000 or over, bidders must be licensed contractors in the State of Tennessee as required by Title 62, Chapter 6, of the Tennessee Code Annotated. CLASSIFICATION FOR THIS PROJECT SHALL BE:

**BC – Building Construction**  
**BC-B Building Construction Commercial,**  
**BC-b Building Construction small**

Additionally, the bidder shall include the name, license number, expiration date thereof, and license classification of the contractor applying to the bid for electrical, plumbing, heating/ventilation/air conditioning and masonry, on the outside of the envelope containing the bid; otherwise, the bid shall not be opened or considered. In the event the aforementioned classifications are not applicable to the project, the bidder shall indicate not applicable (NA) on the appropriate line.

## **13. SUBCONTRACTORS**

No less than thirty percent (30%) of the total contract cost of the work shall be performed by the Contractor's own organization, thus limiting the total allowable amount of subletting to no more than seventy percent (70%) of the total contract cost of the work to be performed. All transactions, negotiations, and correspondence of the City shall be with the Contractor. The City will refer all matters regarding payments, changes, scheduling work progress, etc. of sub-contractors to the contractor. Sub-contractors shall be recognized only in the capacity of employees or work crews of the contractor and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell, or otherwise dispose of the whole or any part of the contract to any person, firm, or corporation without the written consent of the City. Subletting any part of the work to be done under the contract shall not, under any circumstances, relieve the Contractor of any liabilities or obligations. At pre-construction the contractor shall submit copies of executed sub-contracts to the City.

If the Contractor shall sublet any part of this contract, the Contractor shall be as fully responsible to the City for the acts or omissions of the subcontractor and of the persons either directly or indirectly employed by his subcontractor as he is for the acts and omissions of persons directly employed by himself. Within fourteen days (14) after bids are opened, the apparent low bidder and any other bidder so requested, shall submit a list of all subcontractors he expects to use in the work. An experience statement with pertinent information as to similar projects and other evidence of qualifications shall be furnished for each named subcontractor, as requested by the City. If the City, after due investigation, has reasonable objection to any proposed subcontractor, City may, before contract execution, request the apparent low bidder to submit an acceptable substitute without an increase in his bid. If the apparent low bidder declines to make any such substitution, he will not thereby sacrifice his bid security. Any subcontractor so listed and to whom the City does not make any written objection prior to contract execution will be deemed acceptable by City.

Contractor shall not be required to employ any subcontractor against whom he has reasonable objection.

The use of subcontractors listed by the bidder and accepted by the City prior to contract execution will be required in the performance of the work.

**14. CONTINGENCY ALLOWANCE**

Once bids have been received and a successful bid identified, the City may add a contingency allowance to the construction contract as part of the total contract amount. This contingency allowance is to be used for any possible construction change orders that occur during the life of the contract and shall be reflected as a separate line item on the schedule of values. Any unused portion of the allowance remaining at the completion of the contract shall revert back to the City as a credit.

While calculating bond and insurance costs for bid preparation purposes only, bidders should add 8% to their overall bid to accommodate the increase in the contract amount due to the possible inclusion of a contingency allowance by the City after bids have been taken.

**15. EQUAL BUSINESS OPPORTUNITY PROGRAM (EBO)**

This project is subject to the requirements of Ordinance #5384 which establishes the Equal Business Opportunity Program. It is the responsibility of the bidder to see that all requirements of the ordinance are met. The goal of the M/WBE Program is to increase the participation of M/WBE's in the Owner's purchasing activities. Toward achieving that objective, the M/WBE participation goal for this project is hereby established as:

**THE TOTAL GOAL OF 38 MBE%**

**THE TOTAL GOAL OF 5 WBE%**

These percentages are defined as the dollar value of subcontracts awarded to certified minority or women-owned business enterprises divided by the base bid amount.

The Participation Plan must include: (1) 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 participation; and (3) the names of the M/WBEs the Bidder plans to utilize in the performance of the contract resulting from this solicitation.

The Bidder must complete the Equal Business Opportunity Program Compliance Form included in Section 00430 of this specification.

**IT IS THE RESPONSIBILITY OF THE BIDDER TO VERIFY WITH THE CITY OF MEMPHIS CONTRACT COMPLIANCE OFFICE (CONTACT INFO BELOW) THAT ANY M/WBE FIRM(S) UTILIZED TO MEET THE PARTICIPATION GOAL ARE CERTIFIED AS A M/WBE FIRM. A listing of current M/WBE certified firms can be found on the City of Memphis web site home page ([www.cityofmemphis.org](http://www.cityofmemphis.org)). On the City's home page under "Doing Business with the City", go to the link entitled "Certified MWSBE Search". Here an entire listing of all certified MWBE and SBE firms can be found or a search can be performed for a particular firm. One or a combination of several M/WBEs may be utilized to meet the established goal.**

If a Bidder desires to utilize an M/WBE firm not included on the list included in this specification, 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:

Contract Compliance Officer  
City of Memphis  
Contract Compliance Office

125 North Main Street, Suite 546  
Memphis, TN 38103  
Phone: (901) 576-6210  
Fax: (901) 576-6560

a) BID SUBMITTAL REQUIREMENTS

1. The bidder shall include with his bid the form found in Section 00430 of this specification.
2. If the bidder is a certified M/WBE and approved by the City of Memphis, then the participation goal for the M/WBE classification of the bidder shall be deemed met.
3. If the bidder has not met the required participation goal (as stated above) in its bid, as documented on the Section 00430 form, then documentation of the bidder's "good faith effort" **shall be submitted with its bid. The Good Faith Efforts Documentation is included in Section 00430 of this specification.** This documentation shall include, but not be limited to the following:
  - (1) Attendance at pre-bid conference.
  - (2) Copies of written notification sent to all City of Memphis certified M/WBEs that perform the type of work to be subcontracted, in sufficient time to allow said M/WBEs to participate effectively, soliciting said M/WBEs' interest in working on the project and advising the M/WBEs;
    - (a) Of the specific work the bidder intends to subcontract;
    - (b) That their interest in the project is being solicited
    - (c) How to obtain information for the review and inspection of the plans, specifications and requirements of the bid.
  - (3) A written statement that economically feasible portions of work were selected to be performed by M/WBEs, including, where appropriate, segmenting elements of work or combining elements of work into economically feasible units. The ability of the bidder to perform the work with its own work force will not in itself excuse the bidder from making good faith efforts to meet participation goals.
  - (4) A statement of the efforts made to negotiate with M/WBEs, including:
    - (a) The names, addresses, and telephone number of M/WBEs, who were contacted;
    - (b) The date negotiations took place;
    - (c) A description of the information provided to M/WBEs regarding the plans, specifications, and requirements for portions of the work to be performed.

- (5) A statement of the efforts made to assist M/WBEs contacted who need assistance in obtaining bonding, insurance, financing, or in reviewing the plans, specifications, and requirements of the bid.
- (6) A statement that the bidder submitted all quotations received from M/WBEs and, for those quotations not accepted, a statement of the reasons why the M/WBE will not be used to work on the project.
- (7) As to each M/WBE contacted which the bidder considered not to be qualified, a statement of the reasons for the bidder's conclusion based on a thorough investigation of said M/WBEs' capabilities.

**The determination of whether a bidder has made a good faith effort will be made by the City's Contract Compliance Officer, Director of Finance and the Purchasing Agent, prior to the award of the project.**

b) SUPPLEMENTAL SUBMITTAL REQUIREMENTS

1. Within fourteen (14) days after contract notification of award, the bidder shall submit Letters of Intent from the certified M/WBE subcontractors identified in the Section 00430 form submitted with its bid.
2. Within ten (10) days after receipt of an executed contract from the Owner, the contractor shall submit copies of executed subcontracts with the certified M/WBE's identified in the bid documents. The executed subcontract shall include the scope of work to be performed by the M/WBE subcontractor.
3. At the completion of the work, the Contractor shall submit to the Owner a final schedule of participating certified M/WBE's subcontractors, showing the final amount of each subcontract and payments.
4. With the submittal of Application for Payment, the Contractor shall provide certification that he has paid all previous progress payments to M/WBE subcontractors utilizing the form found in section 00640 or section 00641 (as appropriate) of the contract documents.

c) CHANGES TO DESIGNATED M/WBE SUBCONTRACTORS

1. Proposed changes to the designated participating of women or minority business enterprises in a bidder's bid, on any project, after submission of bids, including during performance of a contract, must be submitted to the Owner. Bidders and contractors must make every effort to replace a woman or minority business enterprise subcontractor with another certified woman or minority business enterprise, based on said enterprises' availability. All substitutes for women or minority business enterprise subcontractors or joint ventures require prior approval of the Owner, not to be unreasonably withheld; and said approval may be granted for reasons including, but not limited to, the following.
  - (1) Subcontractor requests that its subcontract or joint venture agreement with the prime contractor be voided;
  - (2) Subcontractor is unable to perform the work;
  - (3) Subcontractor has consistently performed unacceptable work.

d) FAILURE TO SUBMIT REQUIRED INFORMATION

00100-7

1. A bidder's failure to submit any of the information required by this chapter may render the bid non-responsive and ineligible for consideration.

A determination by the Owner that the bidder or contractor has failed to comply with any provision of this chapter shall subject the offending party to any or all of the following penalties:

1. Declare the bidder's bid nonresponsive and ineligible to receive the involved contract;
2. If the bidder or contractor is a M/WBE, denial or revocation of the City certification as a M/WBE for a period not to exceed one (1) year;
3. Withholding from the contractor in violation ten (10) percent (%) of all future payments, in addition to retainage, under the involved project until it is determined that the contractor is in compliance;
4. Withholding from the contractor in violation all future payments under the involved project until it is determined that the Contractor is in compliance;
5. Exclusion from submitting a bid for any future procurement by the City until such time as the contractor demonstrates that it will comply with all of the applicable provisions contained in this chapter;
6. Termination, by the City, of the contract.

#### **16. PRE-BID CONFERENCE**

A Pre-Bid Conference will be held at **4517 Academy Drive on March 21, 2023 at 2:00 pm**. All parties interested in bidding on this project are hereby invited and urged to attend this meeting. Failure to attend the pre-bid meeting will count against said "good faith effort" as required by the M/WBE program.

#### **17. POST BID OBJECTIONS**

No objections with regard to the application, meaning, or interpretation of these specifications will be considered after the opening of the subject bids.

#### **18. RECEIPT AND OPENING OF BIDS**

The City of Memphis (herein called the "City") invites bids on the forms attached hereto. All blanks must be appropriately filled in. Bids will be received by the City at the office of the City Purchasing Agent, Room 354, City Hall, 125 N. Main, Memphis, TN 38103, until 12:00 p.m., ~~March, 29, 2023~~; **April 5, 2023**; and then at City Council Chambers publicly opened and read aloud.

Each bid shall be submitted in a sealed envelope, with the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, appear on the outside of the envelope containing the bid. All bidders are requested but not required to use the "City of Memphis Bid Envelope" with all applicable information filled out on the outside of the envelope including:

00100-8

03/24/23

- a) Name of Project:
- b) Contractor's Name:
- c) Contractor's Address:
- d) Contractor's License Number, expiration date, and that part of the classification applying to the bid. This information shall also be provided for the contractor applying to the bid for electrical, plumbing, heating/ventilation/air conditioning, and masonry work.
- e) The above due date, and bid opening time:

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to City Purchasing Agent; Room 354, City Hall; 125 N. Main; Memphis, TN 38103.

Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be opened. Bidders must comply with all applicable licensing requirements.

The City of Memphis reserves the right to reject any and all bids and to waive any informality in bidding.

THE CITY OF MEMPHIS RESERVES THE RIGHT TO DELAY AWARD OF THIS CONTRACT FOR A PERIOD OF UP TO ONE HUNDRED TWENTY (120) DAYS AFTER RECEIPT OF BIDS.

#### **19. TIME OF COMPLETION**

The work shall begin immediately upon date indicated on the Notice-to-Proceed and shall be completed in accordance with the following schedule:

**Work shall be completed within One Hundred Eighty (180) Calendar Days.**

All time noted above is based upon consecutive calendar days (and the time allowed for each bid item is intended to be concurrent with the other bid items). Upon acceptance of this contract, the contractor agrees to pay the City of Memphis the sum of (\$300.00) per day for liquidated damages for every calendar day that the work remains incomplete beyond (specify completion time for each bid item of work) days from date of Notice-to-Proceed. Additionally, the Contractor agrees to pay the City of Memphis (\$300.00) per day for liquidated damages for each calendar day the punchlist work and submission of all close-out documents remains incomplete beyond thirty (30) days from date of Substantial Completion.

Construction time shall include all normal weather conditions, such as rain, snow, and freezing temperatures. Extension of time will not be allowed for the normal inclement weather, as recorded by the Memphis Area Office of the National Weather Service. Claims for delay attributed to unusually severe weather must be supported by National Weather Service climatological data covering the period in question and the same calendar period for the five preceding years.



## 20. NONDISCRIMINATION

All entities contracting with the City 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 city nondiscrimination clauses, or with provisions of Executive Orders 11141 (age), 11246, 11375 (women), 12086 (Viet Nam veterans), 110478 (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 City of Memphis.

The bidder shall execute the specified City of Memphis Certificate agreeing that, if awarded the 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 BID SHALL CAUSE THE BID 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 FIVE YEARS after final release and payment is made by the City to the contractor.

## 21. PREVAILING WAGE ORDINANCE

This project is subject to the requirements of Ordinance #4665 which establishes the Prevailing Wage Ordinance Program. It is the responsibility of the bidder to see that all requirements of the ordinance are met. The goal of the Prevailing Wage Program is to ensure that workers on City-funded contracts for the construction of, demolition, improvement, enlargement, alteration or replacement of a public work in excess of \$50,000 (Ordinance no. 5543 of 4-1-2014) shall receive the prevailing wage rate for the class of work being performed by each laborer, workman or mechanic as established by the State of Tennessee for Region 1, which includes Memphis and Shelby County. Prime contractors must ensure that subcontractors receiving \$50,000 or greater comply with this provision. Toward achieving that objective, the Prevailing Wage Program is hereby established and requires each bidder to:

### a). CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

The contractor and all subcontractors must:

1. Classify all workers in conformity with the wage rate determination included in the construction contract.
2. Post the prevailing wage rates at the construction site and make these rates Available to their employees. Fringe benefits are included in City prevailing wage rates.
3. Pay overtime compensation of one and one-half times the basic rate of pay for all hours worked over 40 a week.
4. Make only those deductions from wages authorized by law.

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5. Submit payrolls to the City on a weekly basis. The contractor or subcontractor must state that the payrolls are correct and complete, and that the wage rates paid to the workers during the reporting period equal or exceed the prevailing wage rates included in the construction contract, and that the classifications used to conform with the work the employee performs. The Prime Contractor is responsible for submitting all payrolls including those of the subcontractor.

b) PAYMENTS TO COVERED WORKERS

1. DEFINITIONS

“Apprentices” means those persons registered individually under a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training in the United States Department of Labor. The contractor using the apprentice must submit evidence of his/her indenture and/or apprenticeship registration when the apprentice’s name appears on a submitted payroll.

“Commission” means the prevailing wage commission or administrative delegate, the Tennessee Department of Labor.

“Covered Worker” means all workers employed on City construction projects as defined by T.C.A. §12-402(c).

“Subcontractor” means one who performs part of the job called for in the prime contract. This term shall include materialmen whose employees engage in substantial operations at the project site, provided the employee of the materialmen devotes as much as 20 percent of this work time on the construction premises.

2. PREVAILING WAGE RATE DETERMINATION

All covered workers shall receive the wages specified for their respective classifications in the prevailing wage determination and in accordance with the policies, conditions and rules of the City of Memphis Ordinance §4665 and Tennessee Department of Labor Prevailing Act of 1975, as amended.

The City’s wage rate is based on the State of Tennessee wage rate for Region 1. Should the State revise their rate during the course of this contract the wage rate on page 00100-12 and/or 13 shall remain in effect for the life of this contract.

3. CLASSIFICATION OF COVERED WORKERS

All contractors and subcontractors must classify covered workers in the contract and payroll records, in conformity with the schedule of classifications appearing in the “City of Memphis Building Prevailing Wage Rates with Fringes” and/or “Highway Prevailing Wage Rates with Fringes” which are bound herein.

4. POSTING OF WAGE RATES

Each contractor or subcontractor shall post and keep posted in a conspicuous place at the site of the construction work a copy of the prevailing wage rates prescribed in this contract and make these rates available to all covered workers employed on this project at all reasonable times.

5. OVERTIME COMPENSATION

All contractors and subcontractors must pay overtime compensation as required by any applicable Federal or State laws, rules or regulations.

6. DEDUCTIONS

All contractors and subcontractors shall make only those deductions from wages authorized by law.

7. SUBMITTAL OF PAYROLLS

The contractors and all subcontractors shall submit weekly a copy of all payrolls to the contracting agency at the address below and shall state that the payrolls are correct and complete, and that the wage rates paid to covered workers during the reporting period equal or exceed those determined by the Commission, and that the classifications set forth for each covered worker conform with the work she/he performs.

City of Memphis  
Division of Engineering  
125 North Main Street – Room 1B22  
Attn: Prevailing Wage Office  
Memphis, TN 38103-2017

Ph (901) 636-6311

8. INSPECTION OF RECORDS

The contractor will make his/her employment records available for inspection by representatives of the contracting agency, the Commission, and the Tennessee Department of Labor, and will permit such representatives to visit construction projects at all reasonable times.

9. UNDERPAYMENT OF WAGES

Underpayment for covered workers shall be handled in accordance with policies and conditions of the City of Memphis Office of Prevailing Wages, ph (901) 636-6311.

10. BOND FOR COMPLIANCE

The bond of the contractor or subcontractor shall contain a provision obligating such contractor or subcontractor to a faithful performance of each and every requirement imposed upon such contractor or subcontractor under the terms of this contract.

11. SUBCONTRACTS

The contractor shall insert in any subcontract the clause set forth in (b) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

12. PREVAILING WAGE RATE

**CITY OF MEMPHIS**  
**2022 BUILDING WAGE RATES**  
Rates Effective January 7, 2022, through December 31, 2022

Boilermakers	\$30.07
Bricklayer	\$26.03
Bricklayer 1	\$29.04
Millwright	\$27.22
Electrician	\$29.35
Operator Crane	\$24.47
Operator Forklift	\$24.47
Operator Grader/Blade	\$19.46
Ironworker (Structural & Reinforcing)	\$28.13
Pipefitter	\$30.82
Sheet Metal Worker (HVAC Duct/Metal Roof Inst.)	\$31.60
Carpenter	\$16.97
Cement Mason/Concrete Finisher	\$17.00
Drywall Finisher/Taper	\$16.75
Fence Erector	\$20.00
Glaziers	\$17.40
Laborer (Common/General)	\$12.28
Laborer (Landscape)	\$10.67
Laborer (Mason Tender)	\$12.82
Laborer (Roof Tearoff)	\$ 9.75
Operator (Backhoe/Excavator/Trackhoe)	\$18.00
Operator (Bobcat/Skid/steer/skid loader)	\$20.30
Operator (Bulldozer)	\$15.95
Operator (Mechanic)	\$18.66
Operator Paver (Asphalt, Aggregate, Concrete)	\$13.50
Operator (Roller)	\$13.98
Painter (Brush/Roller)	\$16.48
Rofer (Build-up Roof)	\$12.74
Rofer (Rubber Roof)	\$16.82
Rofer (Single Ply Roof)	\$16.50
Sprinkler Fitter (Fire Sprinkles)	\$21.39
Title Finisher	\$10.00
Truck Driver (Dump Truck)	\$12.56
Truck Driver (Material Truck)	\$12.16
Truck Driver (Pickup Truck)	\$11.70

**CITY OF MEMPHIS  
2021 HIGHWAY WAGE RATES**

Rates Effective January 1, 2021 through December 31, 2021

<b>CLASSIFICATION</b>		<b>WAGE</b>
Blaster	Proveedor de Explosivos	\$24.20
Bricklayers	Ladrillero	\$17.45
Carpenters/Leadperson	Carpintero o Lider	\$21.44
Class "A" Operators	Operador Clase A	\$23.42
Class "B" Operators	Operador Clase B	\$20.89
Class "C" Operators	Operador Clase C	\$21.81
Class "D" Operators	Operador Clase D	\$20.35
Concrete Finisher	Terminador de Cemento	\$19.60
Drill Operation (cassion)	Operador de Perfordora	\$36.31
Electricians	Electricista	\$34.79
Farm Tractor Operator (Power Broom)	Operador de Tractor de Rancho	\$16.52
Iron Workers (Reinforcing)	Herrero	\$19.93
Iron Workers (Structural)	Herrero de Estructura	\$20.67
Large Crane Operator	Operador de la Grua	\$25.61
Mechanic (Class I) Heavy Duty	Mecanico Clase 1	\$26.26
Mechanic (Class II) Light Duty	Mecanico Clase 2	\$24.80
Painter/Sandblaster	Pintor o Lijador	\$32.26
Skilled Laborer	Obrero Diestro	\$18.76
Survey Instrument Operator	Operador de Agrimensor	\$26.56
Sweeping Machine (Vaccuum) Operator	Operador de Barredora	\$19.20
Truck Driver (2 Axles)	Camionero (2 ejes)	\$19.42
Truck Driver (3/4 Axles)	Camionero (3 o 4 ejes)	\$18.25
Truck Driver (5 or more axles)	Camionero (5 o más ejes)	\$21.36
Unskilled Laborer	Obrero no Diestro	\$16.26
Worksite Traffic Coordinator	Coordinar de Trafico en el Lugar de Trabajo	\$21.93

**END OF SECTION 00100**





**Renaissance Group**

9700 Village Circle, Suite 100  
Lawrence, TN 38002  
www.renaissancegroup.com



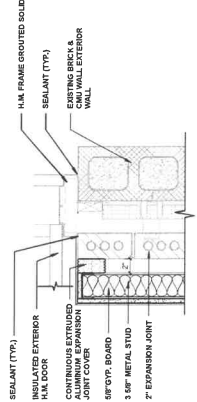
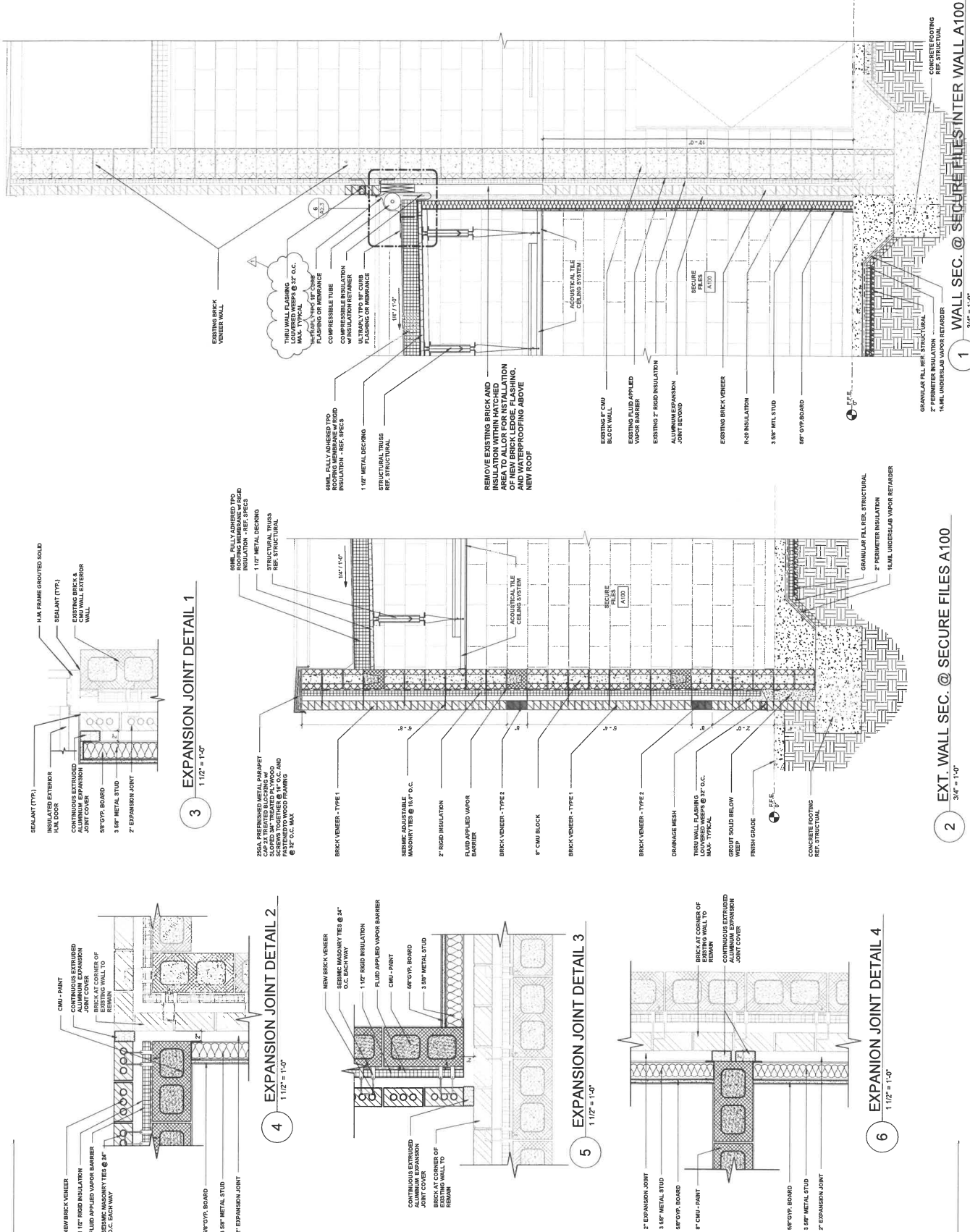
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1	ISSUED FOR PERMITS	3/20/23

**CONSTRUCTION DOCUMENTS FOR  
MPD TRAINING ACADEMY  
CLASSROOM ADDITION**

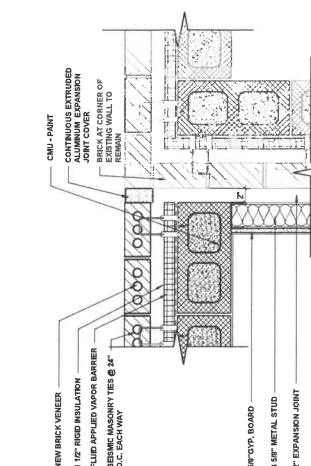
4517 Academy Drive  
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**A4.2**

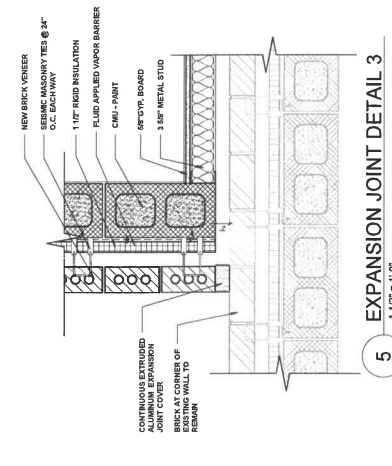
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DATE: 3/20/23  
REV: 01  
1/21/2023



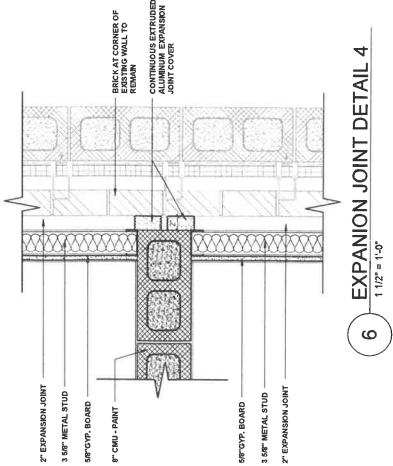
**3 EXPANSION JOINT DETAIL 1**  
1 1/2" = 1'-0"



**4 EXPANSION JOINT DETAIL 2**  
1 1/2" = 1'-0"



**5 EXPANSION JOINT DETAIL 3**  
1 1/2" = 1'-0"



**6 EXPANSION JOINT DETAIL 4**  
1 1/2" = 1'-0"

**2 EXT. WALL SEC. @ SECURE FILES A100**  
3/4" = 1'-0"

**1 WALL SEC. @ SECURE FILES INTER WALL A100**  
3/4" = 1'-0"