THE PUBLIC BUILDING AUTHORITY OF THE CITY OF MARYVILLE, TENNESSEE
REGIONAL WASTEWATER TREATMENT PLANT – 2026 EXPANSION
REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT AT-RISK

ADDENDUM NO. 3 Date: July 18, 2025

The following changes, additions, and/or deletions are hereby made a part of the Request for Qualifications documents dated June 26, 2025 as fully and completely as if the same were fully set forth therein:

A. Questions and Answers

1. Question: Attachment 16 section 6.2 of the RFQ makes a reference to bond forms "Attachment 17 and Attachment 17.1". The pages 31 and 32 in Exhibit E referencing these forms are blank. Can you please provide the forms referenced for our agent to review for the RFQ?

   Answer: Sample forms are provided with this Addendum.

2. Question: Please reference TABLE 3 Statement of Qualifications Evaluation Criteria on RFQ pages 18-19. Please confirm that the "criteria" currently listed for "Appendix A – Forms of Affirmation of Compliance" should be moved to the "criteria" for "Appendix B – Supporting Financial and Company Documentation". Similarly, please confirm that the "criteria" for "Appendix A – Forms of Affirmation of Compliance" should be as follows (per RFQ Attachment D):

   Drug Free Workplace Affidavit
   Title VI Disclosure
   Iran Divestment Act Form
   Non-Boycott of Israel Form
   Non-Collusion Affidavit
   Debarment Certification Form

   Answer: See Part B for modifications to Table 3.

3. Question: The Request for Qualifications states that, in the two phases of the project, the Owner's chosen Design Engineer will complete and provide the design and engineering services necessary for construction of the project. The CMAR will not provide any professional design\engineering services during the project, so any exposure for the professional would be incidental. As the CMAR is not providing any design or engineering services, and is not bound to the Design Engineer in any fashion, there is no exposure to the CMAR on which to base a premium, which makes the $10 Million policy nearly impossible to obtain. Please eliminate the requirement for the CMAR to obtain professional and\or combined professional/pollution liability coverage with $10 Million per claim/aggregate limits.

   Answer: General Conditions Paragraph 2.1.6, Professional Services, page 55 of the RFQ document, identifies professional services that may or will be required of the CMAR. Respondent shall provide a letter from its insurance company stating that the limits required in the RFQ can be provided, however, this limit can be re-evaluated/negotiated during the Phase 1 pre-construction services based on identification of professional services that will be required of the CMAR to execute the work.

4. Question: On Page 14 of the Request for Qualifications, it states financial statements for the CMAR for the past three years, plus quarterly statements for the current year, are to be provided. After 51 years in business as a C-Corporation, our company was converted to an ESOP on May 31, 2024. The first year-ending audit as an ESOP was March 31, 2025. The audited financial statement for year ending March 31, 2025 will not be available until August, 2025. The CPA has prepared a draft report that has been shared with the ESOP evaluation firm. Will this draft report, plus audited financial statements for the previous 4 years be acceptable and fulfill the Financial Condition requirements?

   Answer: The above approach is acceptable.

B. <u>Changes, Additions, and/or Deletions</u>

1. ADD sentence to first bullet of Section 5.2, Submission Format:

   "PDF file name format: "CompanyName_MaryvilleCMAR_SOQ"."

2. Table 3 Statement of Evaluation Criteria:

Part 1 Points and Criteria – MODIFY the structure of the table as shown below to indicate Part 1 Points elements and Part 1 Pass/Fail elements

PART	POINTS	CRITERIA
Transmittal Letter and Index	Not Scored	N/A
Part 1 – CMAR Profile and Key Firms	10	Scored Criteria – CMAR Profile o General information o CMAR legal structure o Project office location o Safety – Key Firms o General information o Safety
	Pass/Fail	Pass/Fail Criteria – Financial condition – Performance and payment bonds – Insurance – Legal proceedings and judgments – Completion of contracts – Debarment – Licenses

Appendix A criteria – DELETE criteria shown for Appendix A and replace with "Provision of executed forms in Attachment D".

Appendix B Criteria – DELETE "Scored with Part 2" and REPLACE with "Scored with Part 1"

Appendix C criteria – DELETE "Scored with Part 3" and REPLACE with "Scored with Part 2"

All Respondents shall acknowledge receipt and acceptance of this Addendum No. 3 in the Transmittal Letter, as required by paragraph 5.3.1 of the Request for Qualifications. Failure to acknowledge this Addendum will be considered nonconformance.

END OF ADDENDUM

Attachment: Sample Performance Bond Form, Sample Payment Bond Form

SAMPLE

PERFORMANCE BOND FORM

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR
(Name and Address):

SURETY
(Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)
Name and Title

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)
Name and Title

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default,

and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker Owner's Representative (engineer or other party)

END OF SECTION

SAMPLE

PAYMENT BOND FORM

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR
(Name and Address):

SURETY
(Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)
Name and Title

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____(Seal)
Name and Title

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions:

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s Subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker: Owner’s Representative (engineer or other party):

END OF SECTION