

JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

4/14/2021 | 12:49 PM CDT

Ryan Miller
Insituform Technologies LLC
17988 Edison Avenue
St Louis MO 63005

Re: RFQ # 80145, Shelby Park Area 6 Trunk Rehabilitation

Dear Mr. Miller:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 80145 for Shelby Park Area 6 Trunk Rehabilitation. This letter hereby notifies you of Metro's intent to award to Insituform Technologies LLC, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Evans Cline, BAO Representative, at 615-862-6137 or at evans.cline@nashville.gov.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Christina Alexander by email at christina.alexander@nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219-6300

www.Nashville.gov
Phone: 615-862-6180
Fax: 615-862-6179

Enter Solicitation Title & Number Below						
Shelby Park Trunk 6 Rehabilitation; RFQ# 80145		Incentive Percentage	Lowest Bid	MACP	Winning Bid	Total Bid with Allowance/ Contingency
		5.00%	\$8,447,122	\$8,869,478	\$8,447,122	
Offeror's Name	Bids	SBE	Incentive Evaluation Amount		Status of ITB Award	
Granite Inliner LLC	\$10,798,895.00	\$2,248,381	\$0	\$10,798,895	Exceeds MACP	
Insituform Technologies LLC	\$8,447,122.00	\$2,326,817	\$2,210,476	\$6,236,646	Awarded	\$ 8,782,122.00
SAK Construction LLC	\$10,547,000.00	\$2,521,359	\$0	\$10,547,000	Exceeds MACP	\$ 10,882,000.00

BAO SBE Assessment Sheet**BAO Specialist: Christopher S. Wood (Evans Cline)****Contract Specialist: Christina Alexander****Date: 01/31/2021****Department Name: Parks****RFP/ITB Number: 80145****Project Name: Shelby Park 6 Trunk Rehabilitation**

SBE/SDV Requirement Acknowledged?		
Primary Contractor	SBE/SDV Requirement Acknowledged?	Comments
Granite Inliner LLC	Yes	Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms CK Masonry, Undergroud n Eyes (AL), JSJ Construction, Wilder Equipment
Insituform Technologies LLC	Yes	Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed the engagement of SBE firms CK Masonry, Pipeoworks, Pipeline Innovations, and Underground Eyes (TN)
SAK Construction LLC	Yes	Proposer acknowledged the 20% SBE/SDV participation expectation over the life of the project as required by the solicitation. Did not propose the engagement of SBE firms: There was no Subcontractor/Subconsultant Form submitted to review.



Statement of M/WBE Utilization

Proposer's/Firm's Name: Insituform Technologies, LLC		Proposer's Phone #: 615-967-8462	
Solicitation Title: Shelby Park Rehabilitation - Area 6 - Shelby Trunk		Proposer's Email Address: rmiller@aegion.com	
Solicitation #: 80145		Amount Self-performed : \$4,388,058.00	
Proposer's/Firm's Ownership: Non-M/WBE		Total Bid Amount: \$8,447,122.00	
Proposed EBO Goal (%): 6.28 MBE% 15.80 WBE%		EBO Goal Met? (Y/N) YES	

The following MWBE* subcontractor(s)/supplier(s) will be utilized for the performance of this project:

				Certificate	* MBE/WBE	Code #		MBE/WBE	Percent
				Type	Group Type *	UNSPS/NAICS	Description of Work	Dollars (\$)	of Total Contract
MBE/WBE Firm Name				(MBE or WBE)					
1	Underground Eyes, Inc.	7001 Summit Court, Goodlettsville, TN 37072	205-938-1266 / gina@undergroun	WBE	5	72141120	Clean and CCTV for lateral lining, Lateral Rehab, Air	\$119,000	1.40
2	Pipeline Innovation	2361 County Road 658, Grove Oak, AL 35975	256-717-9541 / pinnovation@yahc	MBE	2	83101500	Clean and CCTV of main lines, access and clearing,	\$530,875.75	6.28%
3	PipeWorks Plus, Inc.	147 Holloway Drive, Tullahoma, TN 37388	931-455-7592 / mholloway@pipew	WBE	5	72103004	Point repairs, Cleanout installation, Service digs, Pav	\$1,216,981.25	14.40
4		Pipeline Innovation		Select	Select	PipeWorks Plus, Inc.	PipeWorks Plus, Inc.	PipeWorks Plus, Inc.	PipeWorks Plus, Inc.
5				Select	Select				
6				Select	Select				
7				Select	Select				

I am the duly authorized representative and certify the facts and representations contained in this form and supporting documents are true and correct.

Authorized Representative (Printed Name/Title/Signature)	Date
Gina Gurrieri/Contracting & Attesting Officer	01/28/2021

*Note: MWBE is defined as business enterprise maintaining a significant business prescience in the Program Area & performing a commercial useful function that is owned by one or more of the following: (1) African Americans (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women.

Has Prime Complied with EBO Goal?	YES	For Internal Office Use ONLY	BAO Only
		If No, Good Faith Efforts Met?	

BAO Representative: Christopher S. Wood

Date: 01/31/21

Total MBE Subcontracting	6.28	%	\$ 530,875.75
Total WBE Subcontracting	15.8	%	\$ 1,335,981.25
Total MBE/WBE Participation:	22.08	%	\$ 1,866,857.00

From: [Regen, Phillip \(WS\)](#)
To: [Stonecipher, Paul \(WS AECOM\)](#)
Cc: [Emily Kelly](#); [Unifier - Shelby 6 - Shelby Trunk](#)
Subject: Fw: MetroNashville_SRF_2020-446_ATA_ApprovalLetter_Shelby Park Rehabilitation_20210323.pdf
Date: Wednesday, March 24, 2021 8:45:00 AM
Attachments: [MetroNashville_SRF_2020-446_ATA_ApprovalLetter_Shelby Park Rehabilitation_20210323.pdf](#)

Christina,

Attached is the State Revolving Fund approval of the Authority to Award Bid Package allowing Metro to award Contracts and schedule the Pre-Constructin Conference. Please note SRF's requirement to be notified 2 weeks prior to the Pre-Construction Conference. Please expedite the Contract execution for this much needed project.

Let me know if you need anything else from me.

THANKS

Phil Regen, P.E.
Clean Water Nashville Overflow Abatement Program
(615) 335-9513
phillip.regen@nashville.gov



March 23, 2021

Mr. Kevin Crumbo, Finance Director
Metropolitan Government of Nashville and Davidson County
1 Public Square
Nashville, TN 37201

RE: Metropolitan and Government of Nashville and Davidson County (Davidson County), Tennessee
Authority-To-Award (Bid) Package
SRF 2020-446, Contract: Shelby Park -Area 6 Shelby Trunk Rehabilitation Project

Dear Mr. Crumbo:

The State Revolving Fund (SRF) Loan Program approves the ATA Bid Package and your selection of the lowest bidder, Insituform Technologies, Lavergne, TN, in the amount of \$8,447,122. We approve your selection of Disadvantaged Business Enterprise (DBE) subcontractors, supplies vendors, and equipment vendors documented on the *Loan Recipient's Certification and Summary of Disadvantaged Business Enterprises (DBE) Participation* form.

In addition, the SRF Loan Program approves your compliance with the Davis-Bacon Act requirements. This contract is covered by Executive Order 13658 which requires the contractor to pay all workers in any classification listed on the wage determination a minimum of \$10.95 per hour.

It is the loan recipient's responsibility to monitor and ensure that the contractors, suppliers, and manufacturers follow the American Iron and Steel requirements and guidelines

You may now award contracts and schedule the Pre-Construction Conference (PCC). Please notify our office two (2) weeks prior to the PCC scheduled date. The Notice to Proceed may be issued after the PCC.

Please provide the SRF representative one copy of the signed contract documents at the PCC. All contracts must be bound, fully executed, and submitted along with the Notice to Proceed.

If you have any questions or comments please contact me via phone at (615) 532-0771 or via email at Andrea.W.Fenwick@tn.gov.

Sincerely,

Andrea W. Fenwick, Manager
State Revolving Fund Loan Program Admin and Financial Section

cc: Amanda K. Deaton-Moyer, Asst Director, Business & Finance, Metro Water Services (via email)
Emily Kelly, P.E., Lamar Dunn Engineering (via email)
Randy Anglin, Technical Staff, TDEC-SRF Loan Program (via email)

AWF/sp

Certificate Of Completion

Envelope Id: 0F5BE83943614322BB9CB2E6B64485B9	Status: Completed
Subject: Intent to Award - RFQ #80145 Shelby Park Area 6 Trunk Rehabilitation	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
4/14/2021 12:24:22 PM	prg@nashville.gov	

Signer Events

Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	Sent: 4/14/2021 12:27:50 PM Viewed: 4/14/2021 12:49:16 PM Signed: 4/14/2021 12:49:24 PM
Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Christina Alexander christina.alexander@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/14/2021 12:49:25 PM Viewed: 4/14/2021 12:53:28 PM
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Electronic Record and Signature Disclosure:
Accepted: 4/7/2021 2:38:20 PM
ID: e47800c4-b861-4871-9905-d8fba591ed33

Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	4/14/2021 12:27:50 PM
Certified Delivered	4/14/2021 12:49:16 PM
Signing Complete	4/14/2021 12:49:24 PM
Completed	4/14/2021 12:49:25 PM

Payment Events

Status	Timestamps
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business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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