



July 31, 2017

Reference No. 8618691

Ms. Sharon Lynn
City of Rehoboth Beach
City Hall Complex
229 Rehoboth Avenue
Rehoboth, Delaware 19971

Re: City of Rehoboth Beach, Delaware WWTP Effluent Pumping Station Contract No. 2017-003

Dear Ms. Lynn:

Six bids were received and opened for the above referenced project on July 13, 2017. They were tabulated as follows:

Bid	Bidder	Base Bid Price	Total Bid Price
1	Allan Myers MD, Inc.	\$1,674,715.00	\$1,768,555.00
2	M2 Construction, LLC	\$1,732,276.00	\$1,811,926.00
3	Kuhn Construction	\$1,937,000.00	\$2,000,350.00
4	George & Lynch, Inc.	\$2,088,325.00	\$2,180,812.50
5	Bearing Construction, Inc.	\$2,174,000.00	\$2,232,950.00
6	JJID, Inc.	\$2,850,000.00	\$2,914,450.00

As requested by the City of Rehoboth Beach, GHD reviewed the bid package submitted by the lowest bidder, Allan Myers MD, Inc. (Myers). Myers' total bid price of \$1,768,555.00 was \$382,952.25 (17.8%) less than the average total bid of \$2,151,507.25, and \$43,371 (2.4%) lower than the next lowest bid. Their total bid was \$27,555.00 (1.6%) higher than the Engineer's estimated total bid of \$1,741,000.00.

After reviewing Myers' bid proposal it was identified that Myer's had included an extract from the Delaware Water Pollution Control Revolving Loan Fund, Program Requirements relating to the Equal Opportunity Clause (EO11246) and the Certification of Non-Segregated Facilities, instead of submitting the actual forms for these items. Myers submitted the correct forms upon request by GHD.

Based on a review of Myers' bid proposal, the apparent low bidder is deemed to be responsive and responsible to the requirements of the bid documents. Myers' have complied with the following bid proposal requirements:

- Acknowledged Addendum Number 1
- Submitted the Required Bid Security in the form of a Bid Bond
- Submitted the Bidder's Qualification Statement
- Submitted a List of Subcontractors and Suppliers
- Submitted the required Contractor's License information
- Submitted the Non-Collusive Bidding Certification
- Submitted the Equal Opportunity Employer form



- Submitted the Major Products Schedule
- Submitted the Delaware Water Pollution Control Revolving Loan Fund, Program Requirements:
 - Delaware Water Pollution Control Revolving Fund Compliance Form (EO 11246) (correct form provided after bid)
 - Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities compliance form (correct form provided after bid)
 - EPA form number 6100-3 - DBE Program Subcontractor Performance Form
 - EPA form number 6100-4 - DBE Program Subcontractor Utilization Form
 - DBE Rule Term and Condition Form
 - Contractor's American Iron and Steel Certification

Three references were provided by Myers; however, only one of the original references provided, Mount Holly Municipal Utilities Authority, was able to provide any information about their experience with Myers. As such, Myers provided two additional references for a Filter Plant Upgrade in Wilmington Delaware, and an ODEC Raw Water Supply Project in Peach Bottom Pennsylvania. Each of the references was contacted and summaries of the reference calls are listed below, with copies of the complete phone survey results attached.

ODEC Raw Water Supply Project			
Owner	Old Dominion Electric Cooperative Peach Bottom, Pennsylvania 804-747-0592	Contract Amount	\$38,000,000
Consultant	Burns and McDonnell Robert Fayard 816-822-4275	Completed	January 2017
Comments	<p>The following is a review based on phone conversation with Robert Fayard:</p> <p>Project Overview: The project involved the construction of a new pumping station to supply raw cooling water to a power plant. Work done by Allan Myers included excavation and support of excavation for pump station site, new intake structure, new wet well shaft, installation of pump station building and equipment, installation of power generator and placement of five miles of HDPE pipeline.</p> <p>Project Schedule: The project was completed on schedule.</p> <p>Project Budget/Change Orders: Work was completed on budget without any significant change orders from the contractor.</p> <p>Project Quality: The customer was satisfied with the workmanship of the contractor and stated that very little work had to be redone.</p> <p>Summary: Overall the customer was very happy with the performance of Allan Myers, expressing that they would use their services again and would give them a letter of recommendation.</p>		



Maple Avenue and Rancocas Road WWTP Upgrades and Expansion			
Owner	Mount Holly Municipal Utilities Authority Mount Holly, New Jersey 609-267-1100	Contract Amount	\$27,677,475
Consultant	Mount Holly Municipal Utilities Authority Joel Hervey 609-267-1251	Completed	April 2011
Comments	<p>The following is a review based on conversations with Joel Hervey:</p> <p>Project Overview: The project involved the construction of a new head work structure, an effluent pumping station, drain pumping station and pump and blower. Customer stated that the Maple Avenue plant was built from the ground up.</p> <p>Project Schedule: The project was completed on schedule if not a little early. Due to the project having a single discharge point the original schedule had to be amended such that both phases of the project had aligning schedules.</p> <p>Project Budget/Change Orders: The contract was completed under budget, the original contract was \$30+ million dollars and the work was completed for \$27,677,475.</p> <p>Project Quality: Customer was very satisfied with the quality of work performed by Allan Myers.</p> <p>Summary: The customer stated that in his 33 years of experience Allan Myers was without a doubt the best contractor that he had ever worked with.</p>		

Brandywine Filter Plant Upgrades			
Owner	City of Wilmington Department of Public Works 302-576-3878	Contract Amount	\$19,000,000
Consultant	City of Wilmington Matthew Demo 267-307-3284	Completed	June 2013
Comments	<p>The following is a review based on a phone conversation with Matthew Demo:</p> <p>Project Overview: The capacity of the plant was increased from 10MGD to 14MGD. The work included removal of the existing filters and replacing them with membrane filters. Additionally five vertical turbine pumps, new chemical systems, concrete and yard piping was installed.</p> <p>Project Schedule: The project was completed on time and the contractor adhered to the schedule.</p> <p>Project Budget/Change Orders: No change orders were submitted by the contractor.</p> <p>Project Quality: The customer was very satisfied with the quality of the workmanship done on the project.</p> <p>Summary: The customer stated that they have worked with Allan Myers on several projects and the contractor is one of the most conscientious groups that they've ever worked with. Allan Myers was always fair during any unforeseen circumstances and that's important on large projects.</p>		



Summary and Recommendation

Based on the information provided, GHD believes that Allan Myers MD, Inc. has been responsive, and is capable of performing the WWTP Effluent Pumping Station Contract No. 2017-003 project within the requirements set forth in the Bid Documents. GHD see no reason not to recommend the award of the project in the amount of \$1,768,555.00 to Allan Myers MD, Inc.

Sincerely,

GHD INC.

A handwritten signature in blue ink, appearing to read "Kelvin George". The signature is fluid and cursive, written over a small, faint rectangular stamp.

Kelvin George, PE
Project Manager

KSG/cn

Attachments: Allan Myers MD, Inc. Bid Package
Canvass of Bids
Phone Surveys
Compliance Statement Forms

**CONTRACTOR'S BID
FOR
CONSTRUCTION OF CONTRACT NO. 2017-003
WWTP EFFLUENT PUMPING STATION
CITY OF REHOBOTH BEACH, DELAWARE**

ARTICLE 1 - BID RECIPIENT

1.01. THIS BID IS SUBMITTED TO:

City of Rehoboth Beach
City Hall Complex
229 Rehoboth Avenue
Rehoboth, Delaware 19971

1.02. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01. In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
<u>Addendum #1</u>	<u>7-7-17</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06

This document has been modified from its original form as an EJCDC document and the user did not highlight the modification. You are encouraged to read the document carefully and consult Legal Counsel prior to its execution.

Copyright ©2007 National Society of Professional Engineers for EJCDC. All rights reserved.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01. Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Article:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

This document has been modified from its original form as an EJCDC document and the user did not highlight the modification. You are encouraged to read the document carefully and consult Legal Counsel prior to its execution.

Copyright ©2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01. Bidder will perform the Work in accordance with the Contract Documents for the prices shown in the Bid Schedule that follow.

5.02. Bidder acknowledges that Bidder's price(s) constitute Bidder's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed specifically in the Bid Item Descriptions, Bidder has included that part of the Work in the Bid Item Description which it most logically belongs.

A. Schedule A: Lump Sum Bid Items: Lump sum items included all Work in the Contract Documents except items specifically identified as Unit Price Work, Contingent Unit Price Work, and Allowances.

ITEM NO.	DESCRIPTION	TOTAL PRICE
A-1	All work required by the Contract Documents for the construction of the City of Rehoboth Beach WWTP Effluent Pumping Station that is NOT covered under Part B (Contingent Unit Price Items) and Part C (Cash Allowances)	\$ 1,674,715. ⁰⁰
Subtotal (Sum of Items A-1)		

B. Schedule B: Contingent Unit Price Work:

1. Bidder proposes to accept as full payment for the Contingent Unit Price Work proposed herein, the amounts computed under the conditions of the Bidding Documents and based on the following Contingent Unit Price Work amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, and will be performed only at the express written authorization of Engineer.
2. Quantities for Contingent Unit Price Work represent quantities above and beyond that required by the Contract Documents.
3. Contingent Unit Price Work shall be in accordance with the requirements of the Contract Documents. All Contingent Unit Price Work shall include furnishing and installing listed items and all associated work required for a complete installation. Contingent Unit Price Work shall also include testing where testing is specified in the Contract Documents for the listed items and/or associated items required for a complete installation.
4. Contingent Unit Price Work quantities listed herein are in accordance with General Conditions Article 11.03.B.
5. Where Contingent Unit Prices are included in the Bid Form, Bidders shall agree to perform the listed work for those unit prices. Bidders are not allowed to change Contingent Unit Prices identified on the Bid Form.

This document has been modified from its original form as an EJCDC document and the user did not highlight the modification. You are encouraged to read the document carefully and consult Legal Counsel prior to its execution.

Copyright ©2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ITEM NO.	DESCRIPTION	UNIT	ALLOCATED QUANTITY	UNIT PRICE	BID PRICE
B-1	Test Pits in Paved Areas – includes all associated site restoration	CY	10	\$ 140. ⁰⁰	\$ 1,400. ⁰⁰
B-2	Test Pits in Non-Paved Areas – includes all associated site restoration	CY	10	\$ 140. ⁰⁰	\$ 1,400. ⁰⁰
B-3	Silt Fence - includes removal, disposal, and all associated site restoration	LF	50	\$ 14. ⁰⁰	\$ 700. ⁰⁰
B-4	Furnish and Install No. 12 AWG, TYPE THHN/THWN-2 Conductor	LF	1,000	\$ 8. ⁰⁰	\$ 8,000. ⁰⁰
B-5	Furnish and Install ¾-Inch Type E-1 Conduit	LF	250	\$ 25. ⁰⁰	\$ 6,250. ⁰⁰
B-6	Furnish and Install Concrete Encased and Rebar Reinforced Electrical Ductbank with four 4-Inch Type D Conduits and Type E-1 Conduit Stub Ups on Both Ends	LF	100	\$ 200. ⁰⁰	\$ 20,000. ⁰⁰
B-7	Geotextile Trench Stabilization Fabric (MUST BID MIN \$5)	SY	200	\$ 99. ⁰⁰	\$ 19,800. ⁰⁰
B-8	Miscellaneous Excavation and Replacement Using DE #1 Stone for Trench Foundation Stabilization Material, as Specified, Complete in Place	TN	10	\$ 116. ⁰⁰	\$ 1,160. ⁰⁰
B-9	For Select Backfill Material, as Specified, Shaped and Compacted, Complete in Place.	CY	50	\$ 109. ⁰⁰	\$ 5,450. ⁰⁰
Subtotal (Sum of Items B-1 through B-9)					\$ 46,340.⁰⁰

C. Schedule C: Allowances:

1. Bidder agrees to provide the following allowances as part of the Work in accordance with General Conditions Article 11.02.
2. Engineer will consult with Contractor for consideration and selection of products and select products in consultation with Owner and transmit decision to Contractor. On notification of selection by Engineer, Contractor shall execute purchase agreement with designated Supplier, arrange for and process Shop Drawings and Samples,

This document has been modified from its original form as an EJCDC document and the user did not highlight the modification. You are encouraged to read the document carefully and consult Legal Counsel prior to its execution.

Copyright ©2007 National Society of Professional Engineers for EJCDC. All rights reserved.

arrange for delivery, and promptly inspect products upon delivery for completeness, damage, and defects.

ITEM NO.	DESCRIPTION	TOTAL PRICE
C-1	Computer equipment and furniture for Engineer's field office in accordance with Section 01500.	\$12,500
C-2	Supervisory Software, Software Autodialer, and Reporting Software for Plant SCADA System.	\$35,000
Subtotal (Item C-1 and C-2)		\$47,500

D. Schedule D: Total Bid Price:

- Determination of the apparent low Bidder shall be based on the Total Bid Price determined as follows.
- All mathematical errors will be corrected. In case of a discrepancy between unit prices bid and extended totals, unit prices will govern. In case of discrepancy between the correct sum of individual bid items and the (incorrectly) calculated sum, the correct sum of individual bid items will govern.

ITEM NO.	TOTAL PRICE
Schedule A Total (Lump Sum Bid Items)	\$ 1,674,715. ⁰⁰
Schedule B Total (Contingent Unit Price Work)	\$ 46,340. ⁰⁰
Schedule C Total (Allowances)	\$47,500
Total Bid Price	\$ 1,768,555. ⁰⁰

TOTAL BID PRICE (in words)

One Million Seven Hundred Sixty Eight Thousand
Five Hundred Fifty Five Dollars and Zero Cents

ARTICLE 6 - MAJOR PRODUCTS SCHEDULE

6.01. Bidder proposes to provide equipment made by one of the named equipment manufacturers for each item listed in the Major Products Schedule. In addition, Bidder may propose to provide a substitute or alternative "or equal" equipment manufacturer for each item and the amount to be deducted from the Base Bid Lump Sum price stated above if the use of the substitute or alternate "or equal" manufacturer's equipment is accepted by Owner and Engineer. By submitting substitute or alternative "or equal" equipment manufacturer for consideration, Bidder agrees that the alternate equipment including modifications and/or additions to the Work necessary to install the equipment and allow the unit to meet the performance requirements specified. Bidder shall submit information for each substitute or "or equal" equipment item in accordance with the Instructions to Bidders. Owner reserves the right to accept or decline the use of any or all substitute or alternate "or equal" equipment. If the use of such equipment is accepted by Owner

This document has been modified from its original form as an EJCDC document and the user did not highlight the modification. You are encouraged to read the document carefully and consult Legal Counsel prior to its execution.

Copyright ©2007 National Society of Professional Engineers for EJCDC. All rights reserved.