

Addendum No. 1

Project: Eastwood Trunkline Replacement – Phase 1
Control No: 1004
Issued: To all listed plan holders
Date: September 21, 2017

This addendum forms a part of the Agreement described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

1. Section 00140 – Information for Bidders

- DELETE Section 00140, page 1, and REPLACE with revised Section 00140, page 1, attached. In addition, the deleted page is of an obsolete version.

2. Section 00330 – Bid Form

- DELETE Section 00330, page 3, and REPLACE with revised Section 00330, page 3, attached. In addition, the deleted page are of an obsolete version and the revised version has changes Article 6.

3. Section 00514 – Agreement

- DELETE Section 00514, page 2, and REPLACE with revised Section 00514, page 2, attached. In addition, the deleted page is of an obsolete version and the Substantially Complete days have changed from 90 to 150 days.

4. Section 00822 – Insurance Requirements

- DELETE Section 00822 in its entirety, and REPLACE with revised Section 00822, attached. In addition, the deleted pages are of an obsolete version and the revised version has changes section A.4.

5. Section 01110 – Summary of Work

- DELETE Section 01110 in its entirety, and REPLACE with revised Section 01110, attached. In addition, the deleted pages are of an obsolete version and the revised version has an addition to Section 1.2 – Specific Work Conditions and includes Easement Information.

6. The following are questions received prior to cut off along with their responses:

A. **Question:** Is blasting allowed for this project?

Answer: There is no blasting allowed due to the proximity of the cave and creek.

B. **Question:** Will the number of substantial completion days be extended?

Answer: Yes, the number of substantial completion days have been increased to 150.

C. **Question:** What is the flow into the Eastwood PS via the existing 12" line for bypass?

Answer: The flow is 1,000 gpm

7. Clarification

- Easement documents are included with Addendum Spec 01110
- Century II SWPPP added to this Addendum.

8. Drawings: (pdfs of drawing sheets may be found at www.kub.org. Click the Procurement link, then Open Bids & Requests for Proposals, then scroll to find the above referenced project & its attachments)

- DELETE Eastwood Trunkline Relocation – Phase 1 Drawing Sheet 2 and REPLACE with the attached revised Eastwood Trunkline Relocation – Phase 1 Drawing Sheet 2 – Addendum 1 with revision date of 9/21/17.

END

Each Bidder/Proposer shall acknowledge receipt of this addendum by affixing his signature below, by noting this addendum on his Bid/Proposal Form, and by attaching this addendum to his Bid/Proposal. **Failure to acknowledge this addendum could be cause for bid/proposal rejection.**

ACKNOWLEDGMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER / PROPOSER _____

AUTHORIZED SIGNATURE _____

DATE _____

SECTION 00140
INFORMATION FOR BIDDERS

1. Separate sealed bids for the **Eastwood Trunkline Replacement - Phase 1, Control Number: 1004**, will be received by the Knoxville Utilities Board, an agency of the City of Knoxville, (the "OWNER") 4505 Middlebrook Pike, Knoxville, Tennessee 37921, until **2:00 p.m. local time, on September 26, 2017**, and then at said time publicly opened and read aloud.
2. **Description of work:** This project includes the installation of approximately 1,860 LF of new 18" diameter gravity sewer along existing and new alignments in private property easements within Knox County, near the Eastwood Sewage Pumping Station. The work includes tie-ins to the existing sewer system and abandonment of the existing 12" sewer to be replaced.
3. **A mandatory pre-bid meeting will be held on September 7, 2017, at 2:30PM, EST, in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike. You must attend this meeting in order to be eligible to bid.** In addition, the meeting will begin promptly at 2:00pm, and once the meeting commences, no bids will be accepted by KUB from bidders arriving late to the meeting.
4. **This work is to be bid only by KUB pre-qualified contractors in the following areas: 2.2 Wastewater Utility Construction, Unlimited.** Bids will not be accepted from contractors who are not pre-qualified in at least one of the above-mentioned categories prior to the bid opening.
5. **Our proposed schedule is as follows:**
 - A. Bid documents available on **August 31, 2017**.
 - B. Mandatory pre-bid meeting on **September 7, 2017**, at 2:30pm, EST, in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike.
 - C. Cut off for questions at 4:00PM **September 15, 2017**.
 - D. Issue addendum if required 4:00PM on **September 21, 2017**.
 - E. Bid opening on **September 26, 2017**, at 2:00PM, EST, in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike.
 - F. Award project on or before **September 28, 2017**.
 - G. Notice to Proceed on or before **October 12, 2017**.
 - H. Required Substantial Completion within **150** days from commence date on Notice to Proceed.
6. Each Bid must be submitted in a sealed envelope, addressed to:
Knoxville Utilities Board
Procurement Department *Bid Room*****
4505 Middlebrook Pike
Knoxville, Tennessee 37921



agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; bidder has not solicited or induced any individual or entity to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over OWNER. By submitting a Bid, Bidder represents that no commissioner or officer of OWNER or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for OWNER has a "direct interest" in the Bidder or in the work which is subject to this proposal, subject to the requirements of T.C.A §12-4-101, et seq and T.C.A §6-54-107, et seq.

ARTICLE 5. The bidder agrees to furnish all labor, equipment, materials not furnished by the OWNER, and incidentals as required for the completion of the Work all in accordance with the Bidding and Contract Documents. Bidder hereby offers to complete the Work for the following Contract Price:

_____ dollars

(\$_____)

If the Work is paid by Unit Price the amount above shall be equal to the total sum of all Unit Prices and quantities stated on the enclosed Bid Form subject to the provisions of Article 11 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids and that final payment will be for actual quantities of bid items installed determined as provided in the Contract Documents.

Discrepancies between multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The bidder must include sales and/or use taxes on all materials required for the Work. The successful bidder is solely responsible for applying to the Tennessee Department of Revenue for any applicable exemptions to sales and/or use taxes.

The bidder understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the bidding.

All the various phases of the Work enumerated in the detailed Specifications with their individual jobs and overhead, whether or not specifically mentioned, included by implication, or appurtenant thereto, are to be performed by the CONTRACTOR under one of the items listed on the Bid Form, irrespective of whether they are named in said list.

ARTICLE 6. Bidder will Substantially Complete the Work within **150** calendar days following the commence date stated in the Notice to Proceed. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to Substantially Complete the Work within the time specified above, which shall be stated in the Agreement (Section 00514).

ARTICLE 7. Required Bid security in the form of a certified check or Bid Bond and in the amount of 5% of the total amount of the total price Bid must be attached and is made a condition of this Bid.

2. Unless otherwise expressly provided in the Contract Documents, the CONTRACTOR shall begin the Work on specified commence date stated in the Notice to Proceed and will continue the same with due diligence until the Work is completed. The CONTRACTOR will Substantially Complete the Work within **150** calendar days following the commence date stated in the Notice to Proceed and will finally complete the Work and submit the final Application for Payment in accordance with Section 01770 of the Specifications within **180** calendar days following the commence date stated in the Notice to proceed.
3. CONTRACTOR and OWNER agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$500.00** for each calendar day that expires after time specified in paragraph 2 of this Agreement until the Work is Substantially Complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work in its entirety, CONTRACTOR shall pay OWNER **\$250.00** for each calendar day that expires after the time specified in paragraph 2 of this Agreement for completion and readiness for final Application for Payment in accordance with Section 01770 of the Specifications. The CONTRACTOR and OWNER recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree to the provisions herein.
4. Within thirty (30) days following the completion and acceptance of the Work (unless some other time of payment is expressly provided in the Contract Documents), and as payment for the Work, the OWNER shall pay or cause to be paid to the CONTRACTOR the Contract Price of: _____ dollars
(\$ _____) (words)
(figures)
subject to any discount or discounts expressly allowed by the terms of the Contract Documents and subject to the provisions of Article 11 of the General Conditions in the case of Unit Price Work.
5. If the duration of the Work exceeds 30 days, the OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment submitted on or about the 25th day of each month during performance of the Work. **The date on the Application For Payment (invoice) must be the 1st day of the next month. For example invoice submitted 25 May with date on invoice of 1 June.** The CONTRACTOR's Applications for Payment shall comply with the Contract Documents and shall conform to the Schedule of Values submitted to and approved by the OWNER. The OWNER shall withhold five percent (5%) retainage from the total amount of each approved Application for Payment, which retainage, in accordance with state law, will be released for payment to the CONTRACTOR within 90 days of Completion of the Work or receipt by OWNER of a certificate of Substantial Completion, whichever occurs first; unless OWNER has other claims or offsets against CONTRACTOR under the Agreement, in which event the retainage shall continue to be kept in escrow until such KUB claims or

SECTION 00822**INSURANCE REQUIREMENTS**

- A. Before commencing the Work, the CONTRACTOR shall procure and maintain at CONTRACTOR'S own expense during the entire term of the Contract the following insurance:
1. Worker's Compensation and Employer's Liability for every worker employed in connection with the Work under the Contract and provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the CONTRACTOR's excess liability insurance carrier for the maintenance of coverage.
 2. Comprehensive or Commercial General Liability including insurance covering work under the Contract with total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury arising out of Premises & Operations or Products & Completed Operations shall be \$1,000,000.00 per occurrence. Any aggregate limits will apply separately to this Work and be unimpaired at commencement of the Work. In addition, CONTRACTOR shall provide an Umbrella policy in the limit of \$3,000,000.00. The following coverage shall also be provided:
 - (a) Standard contractual liability to cover the liability assumed by the CONTRACTOR under this contract.
 - (b) Broad Form Property Damage or equivalent including completed operations.
 - (c) Explosions, collapses and underground damage coverage.
 - (d) Watercraft Liability if the use of watercraft is contemplated in the performance of the Work under the Contract.
 3. Commercial and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by the Contractor in the performance of the Work with total coverage limits of \$1,000,000.00 Combined Single Limit to respond to bodily injury and/or property damage.
 4. Railroad Protective Liability insurance, RPL: Not Required.
 5. Pollution Liability Insurance: Not Required.
 6. If crane(s) are to be used the CONTRACTOR must have proof of CONTRACTOR Installation Floater.
 7. Special policy limits and coverage (if any) shall apply by attaching Schedule (A), "Schedule of Additional Insurance Requirements."
- B. The OWNER shall be named as an Additional insured as respects to Commercial General Liability, including products and completed operations, Business Automobile Liability

and Umbrella Liability and all insurance policies required hereunder with the exception of Worker's Compensation. All policies shall be endorsed to waive subrogation against KUB. Limits of Liability contained in the Commercial General Liability, Business Automobile and Umbrella policies will be endorsed to apply on a primary and noncontributory basis. At all times the CONTRACTOR shall provide to the OWNER insurance certificates showing that all insurance policies required hereunder are in full force and effect. All insurance policies and certificates shall provide that no less than 30 days notice shall be given to OWNER before such policy can be cancelled or materially changed. Any "endeavor to" language will be deleted from the required insurance certificates.

- C. All insurance policies herein required of the CONTRACTOR shall be written by a company approved and authorized to do business in the State of Tennessee and shall be subject to a Bests' rating of not less than A-, vii. Unless otherwise approved by the OWNER in writing. All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by KUB in writing.

END OF SECTION

SECTION 01110 SUMMARY OF WORK

PART 1. GENERAL

1.1 SUMMARY

- A. The Work performed is entitled **Eastwood Trunkline Replacement – Phase 1**
Control Number: 1004
- B. **Description of work:** This project includes the installation of approximately 1,860 LF of new 18" diameter gravity sewer along existing and new alignments in private property easements within Knox County, near the Eastwood Sewage Pumping Station. The work includes tie-ins to the existing sewer system and abandonment of the existing 12" sewer to be replaced. The work shall be completed in strict accordance with the drawings and the Contract Documents. CONTRACTOR will provide all labor, materials, equipment, and incidentals as required to restore the Site to a condition equal to or better than the Site condition which existed prior to the initiation of the Work activities

1.2 SPECIFIC WORK CONDITIONS

- A. CONTRACTOR shall confine all work activities to the road right-of-way, permanent easements, and temporary working easements provided by the OWNER. **All workspace is to the road-side of the right of way or within identified road right-of-way. Do not work the job from private property. If additional workspace is required the CONTRACTOR shall notify the Resident Project Representative immediately.**
- B. The CONTRACTOR is solely responsible for pot holing existing utilities and determining elevation and location. Pot holing shall be conducted with the least intrusive means such as a Vactron, hand digging, or other similar equipment. Pavement restoration at pothole locations shall be included in the base bid.
- C. The CONTRACTOR shall restore all surfaces, structures, underground construction, shrubs, lands, and fences within the easements and construction right-of-way limits to a condition equal to or better than the original as soon as possible, and shall re-seed grass areas that have been destroyed or damaged by the construction operations as soon as possible after the backfill and finish grade has been completed. The CONTRACTOR is not responsible for replacement of trees removed by his construction activities as long as such removal is within the rights-of-ways and/or permanent easements acquired by the OWNER.



- D. The CONTRACTOR shall keep re-vegetation (seeding/sodding) and clean-up operations as close to active excavation as practical, generally following by less than 300 feet or as approved by the OWNER. **Clean up of trench excavation areas shall commence immediately upon completion of the work on each individual property as depicted on the project drawings.**
- E. The CONTRACTOR shall photograph or video each easement or right-of-way within 24 hours of beginning work on the associated property. The CONTRACTOR shall provide one copy of such photos or video to the OWNER with-in 48 hours of beginning work on said property.
- F. **Damage to landscaping, lawns, trees, or other private or public property outside of the right of way or work areas as identified on the easements, which are caused solely by the CONTRACTOR, will be repaired by the CONTRACTOR at his sole expense and is not a part of the Contract Price.**
- G. **All service reconnections shall be scheduled through the Resident Project Representative a minimum of 72 hours in advance of such scheduled work.**
- H. All sewer system components must have passed air and vacuum testing to the satisfaction of the Owner, and all post-construction CCTV work must be viewed and approved by the Owner by the Substantial Completion Date in the Section 00514 Agreement.
- I. Portions of work are behind fences that may contain livestock. All work in these areas shall be coordinated with the property owner through the OWNER's customer representative to ensure safety of livestock and construction personnel.
- J. Easement Information for Parcel No(s). 19.04, 19.05, 18.04, & C17 are included at the end of this document.

PART 2. PRODUCTS

- A. CONTRACTOR shall provide submittals for approval that are in accordance with Section 00700, included in the Project Manual.

END OF SECTION

EASEMENT INFORMATION SHEET

PROJECT Eastwood Sewer Trunkline

File #12379

CLT Map & Parcel Number: CLT # 61, Parcel # 19.05

KUB Map Number: _____

WORK ORDER: J0006774

Property Location Information:

Street Address: 0 Mountie Lane Zip Code: _____

Property Owner(s) Information:

Name: Ray Burkhart

Address: Ray Burkhart
P.O. Box 6131
Knoxville, TN 37914

Phone: 865-363-6135 (cell) / 865-523-6157

Email: _____

Total Square Footage of Permanent Easement: 12,200±

Price Per Square Foot: Total Cost of Easement:

Date Document Signed: 2/1/17 ROW Agent: Doyle Dukes

Mailing Address For Check:

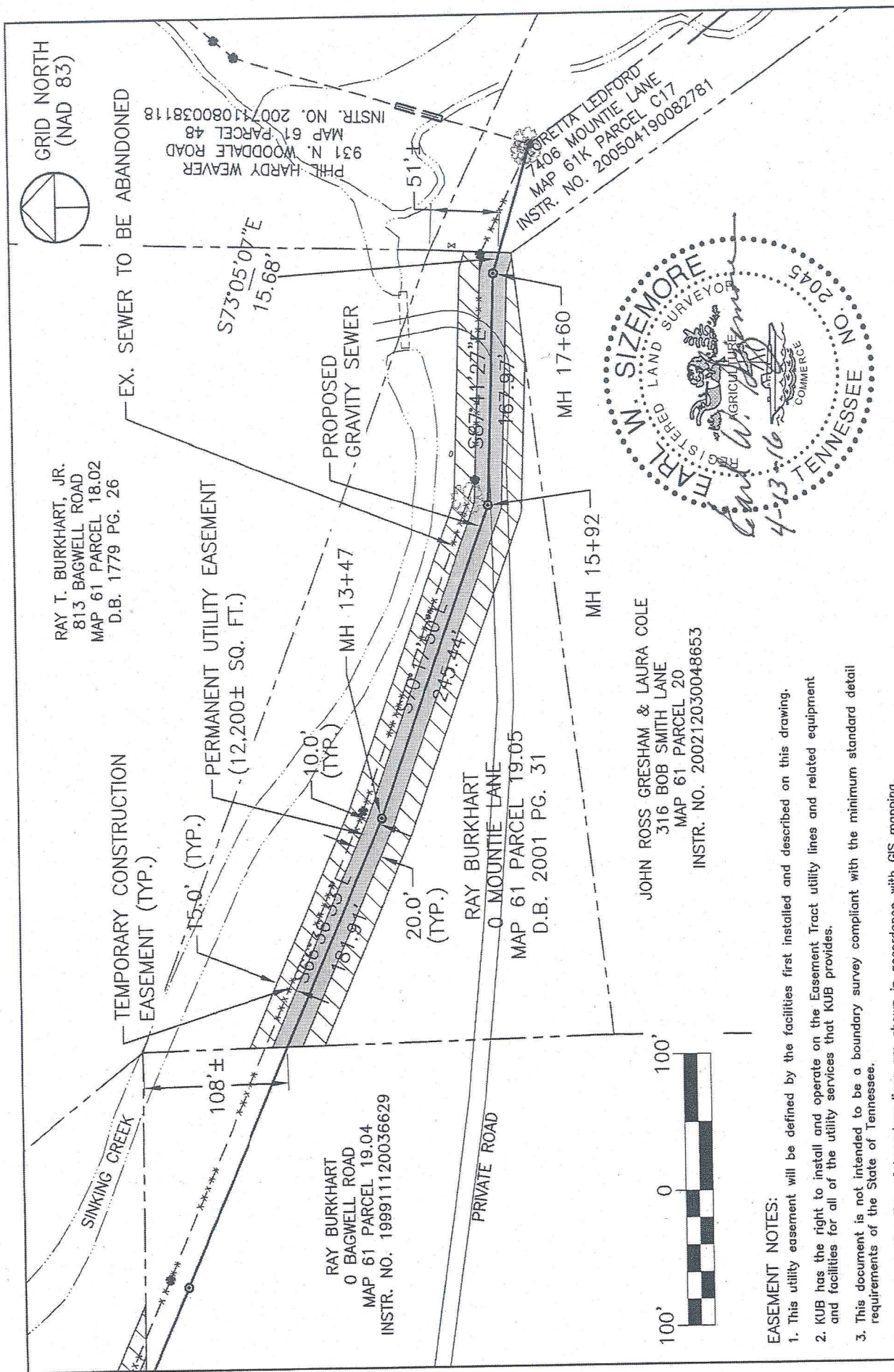
Make Check Payable To: Ray T. Burkhart

Address: 813 Bagwell Rd. P.O. Box


City, State, Zip: Knoxville, TN 37924

Discussion With Property Owner:

No special Requirements



- EASEMENT NOTES:**
1. This utility easement will be defined by the facilities first installed and described on this drawing.
 2. KUB has the right to install and operate on the Easement Tract utility lines and related equipment and facilities for all of the utility services that KUB provides.
 3. This document is not intended to be a boundary survey compliant with the minimum standard detail requirements of the State of Tennessee.
 4. Approximate location of boundary lines are shown in accordance with GIS mapping.

Prepared By: SIZEMORE-FREDERICK, INC. (865) 966-8943 Address: 310-K SIMMONS ROAD, KNOXVILLE, TN 37922 Date: APRIL 2016 W.O. No.: Chkd. By: C.A.C. Appd. By: E.W.S.		Exhibit A Scale: 1" = 100'		County of KNOX CLT Map No. 61 Parcel No. 19.05 Deed Reference: Instr. No. 2002 Page 31 Deed Reference: Book KUB Map No.:
 Knoxville Utilities Board				

EASEMENT INFORMATION SHEET

PROJECT Eastwood Sewer Trunkline

File #12378

CLT Map & Parcel Number: CLT # 61, Parcel # 19.04

KUB Map Number: _____

WORK ORDER: J0006774

Property Location Information:

Street Address: 0 Bagwell Road Zip Code: _____

Property Owner(s) Information:

Name: Ray Burkhart

Address:

Ray Burkhart

P.O. Box 6131

Knoxville, TN 37914

Phone: 865-363-6135 (cell) / 865-523-6157 (office)

Email: _____

Total Square Footage of Permanent Easement: 5,500 ±

Price Per Square Foot: Total Cost of Easement:

Date Document Signed: 2/1/17 ROW Agent: Doyle Dukes

Mailing Address For Check:

Make Check Payable To: Ray T. Burkhart

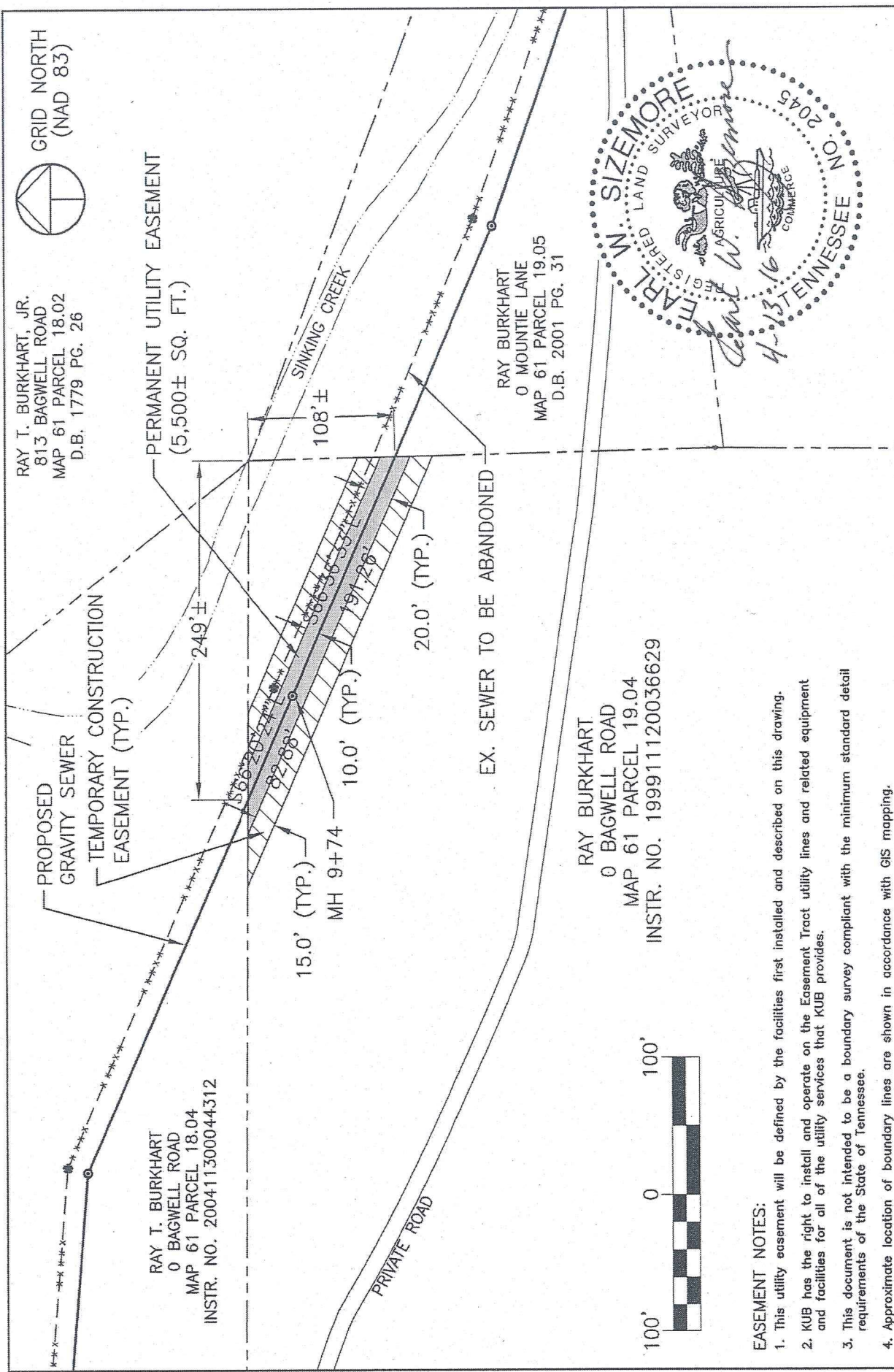
Address: 813 Bagwell Road

City, State, Zip: Knoxville, TN 37924

Discussion With Property Owner:

No Special Requirements

INFORMATION SHEET.DOC



RAY T. BURKHART, JR. 813 BAGWELL ROAD MAP 61 PARCEL 18.02 D.B. 1779 PG. 26		GRID NORTH (NAD 83)	
RAY BURKHART 0 BAGWELL ROAD MAP 61 PARCEL 19.04 INSTR. NO. 19991120036629		RAY BURKHART 0 MOUNTIE LANE MAP 61 PARCEL 19.05 D.B. 2001 PG. 31	
COUNTY OF KNOX CLT Map No. 61 Parcel No. 19.04		DEED REFERENCE: Inst. No. 19991120036629 Book — Page —	
EXHIBIT A		SCALE: 1" = 100'	
PREPARED BY: SIZEMORE-FREDERICK, INC. (865) 966-8943 ADDRESS: 310-K SIMMONS ROAD, KNOXVILLE, TN 37922 DATE: APRIL 2016 W.O. No: — CHKD. BY: C.A.C. APPD. BY: E.W.S.		KUB Knoxville Utilities Board	

- EASEMENT NOTES:**
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EASEMENT INFORMATION SHEET

PROJECT Eastwood Sewer Trunkline

File #12377

CLT Map & Parcel Number: CLT # 61, Parcel # 18.04

KUB Map Number: _____

WORK ORDER: J0006774

Property Location Information:

Street Address: 0 Bagwell Road Zip Code: _____

Property Owner(s) Information:

Name: Ray T. Burkhart

Address: Ray T. Burkhart
813 Bagwell Road
Knoxville, TN 37924

Phone: 865-363-6135 (cell) / 865-523-6157 (office)

Email: _____

Total Square Footage of Permanent Easement: 17,000±

Price Per Square Foot: Total Cost of Easement:

Date Document Signed: 2/1/17 ROW Agent: Doyle Dukes

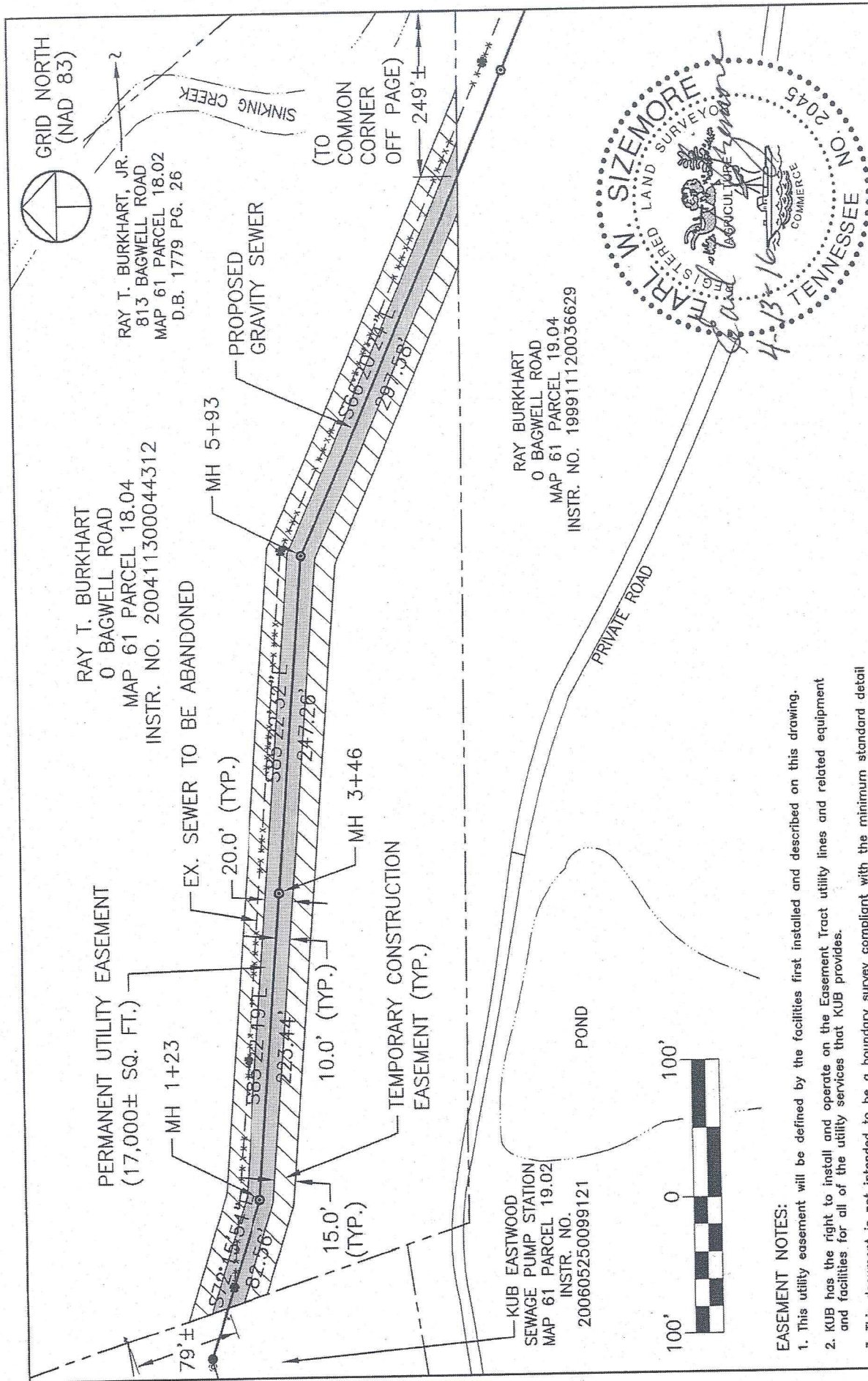
Mailing Address For Check:

Make Check Payable To: Ray T. Burkhart
Address: 813 Bagwell Rd. P.O. Box
City, State, Zip: Knoxville, TN 37924 37914

Discussion With Property Owner:

- Call customer before seeding to discuss what type of seed he'd like to have used.
- Water meter will need to be set near fence row to the east of KUB's pump station.
- Existing manholes will need to be removed at least four feet deep so customer won't hit while working his field.

INFORMATION SHEET.DOC



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Prepared By: **SIZEMORE-FREDERICK, INC. (865) 966-8943**
 Address: **310-K SIMMONS ROAD, KNOXVILLE, TN 37922**
 Date: **APRIL 2016** W.O. No.: **—**
 Chkd. By: **C.A.C.**
 Appd. By: **E.W.S.**

Exhibit A

Scale: 1" = 100'

County of **KNOX**
 CLT Map No. **61** Parcel No. **18.04**
 Deed Reference: **Inst. No. 200411300044312**
 Deed Reference: **Book — Page —**
 KUB Map No.: **—**



Knoxville Utilities Board

EASEMENT INFORMATION SHEET

PROJECT Eastwood Sewer Trunkline

File #12380

CLT Map & Parcel Number: CLT # 61K, Parcel # C17

KUB Map Number: _____

WORK ORDER: J0006774

Property Location Information:

Street Address: 7408 Mountie Lane Zip Code: _____

Property Owner(s) Information:

Name: Loretta Ledford

Address: Loretta Ledford
7407 Mountie Lane
Knoxville, TN 37924

Phone: 706-483-4777 (Loretta cell) / 423-760-7444 (Murray McClure cell - husband)

Email: _____

Total Square Footage of Permanent Easement: 13,820

Price Per Square Foot: Total Cost of Easement:

Date Document Signed: 2/1/17 ROW Agent: Doyle Dukes

Mailing Address For Check:

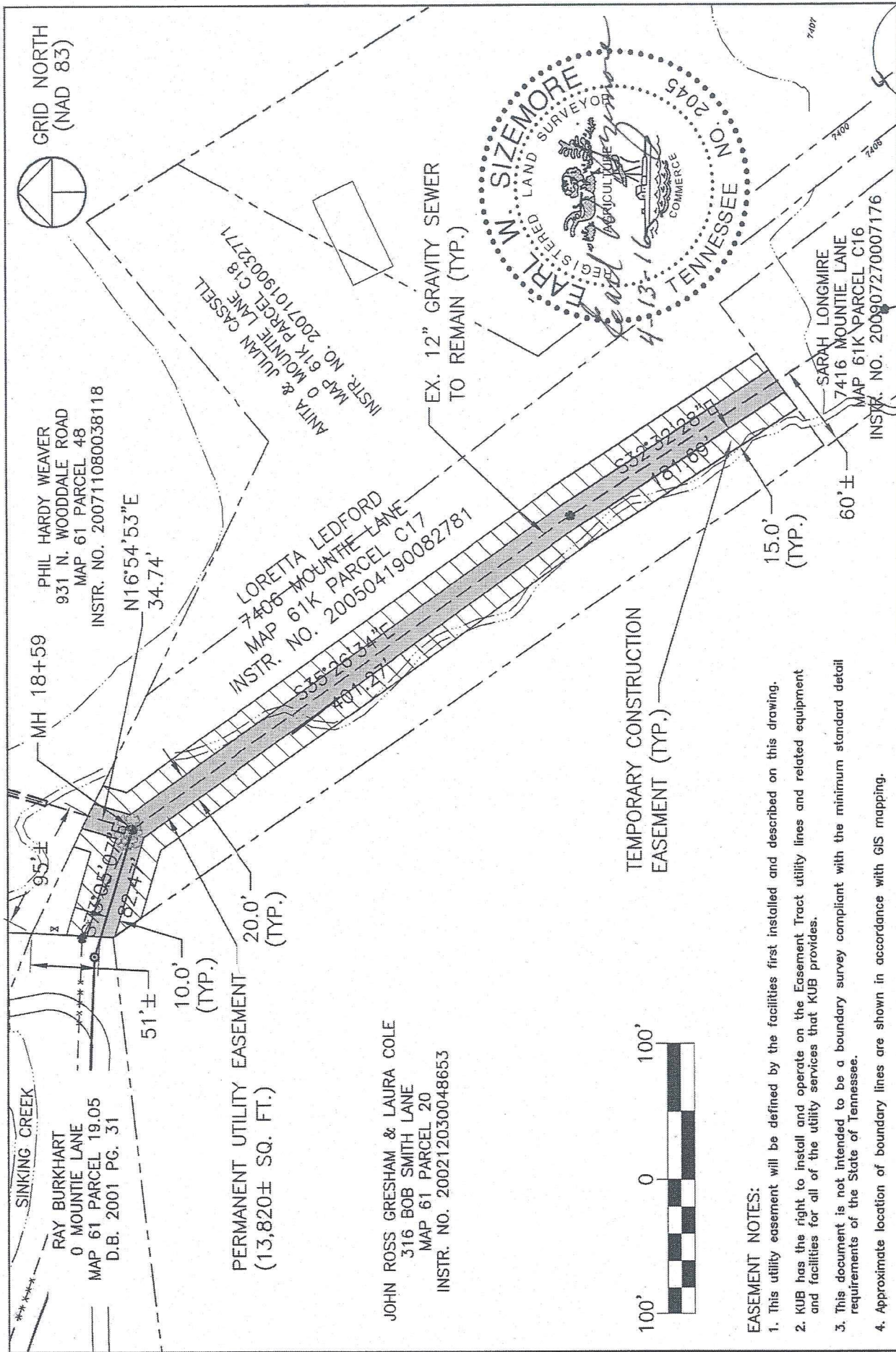
Make Check Payable To: Loretta Ledford

Address: 7407 Mountie Lane

City, State, Zip: Knoxville, TN 37924

Discussion With Property Owner:

Customer would like to have any extra dirt for fill on their property.



KUB Knoxville Utilities Board	
County of KNOX CLT Map No. 61K Parcel No. C17 Deed Reference: Inst. No. 200504190082781 Deed Reference: Book — Page — KUB Map No.: —	Exhibit A Scale: 1" = 100'
Prepared By: SIZEMORE-FREDERICK, INC. (865) 966-8943 Address: 310-K SIMMONS ROAD, KNOXVILLE, TN 37922 Date: APRIL 2016 W.O. No.: — Chkd. By: C.A.C. Appd. By: E.W.S.	

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