

Addendum No. 1

Project: MBW Flocculator #1 & #3 Painting of Flocculator Agitation System Equipment and Clarifier Bridge
Control No: 1139
Issued: To all listed plan holders
Date: January 24, 2018

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, in its entirety, and REPLACE with revised Section 00140, attached. In addition, the deleted pages are an obsolete version and the following changes have been made:
 - **Paragraph 2 - Description of work:** Contractor shall paint, (at a nearby location designated by KUB), flocculator agitator system equipment and associated hardware consisting of: agitator drive shafts (2 horizontal & 2 vertical), agitator arms (14), bearing drive shafts (16) and flocculator drive shafts (12) as per the PPG or Sherwin Williams paint specifications. **Bids shall be submitted based on one of these specifications provided with the bid documents.**
 - **Paragraph 3 - A Mandatory pre-bid meeting will be held on February 1, 2018, at 1:30pm, EST, at KUB, 4505 Middlebrook Pike, Knoxville, TN 37921, followed by a mandatory on-site meeting at Mark B. Whitaker Water Treatment Plant, 2000 Riverside Dr., Knoxville, TN 37915.** Meeting attendees must bring HARD HATS, SAFETY GLASSES WITH SIDE SHIELDS AND BOOTS WITH TOE PROTECTION to participate in the on-site walk through. **Contractors must attend both meetings to be eligible to bid.**
 - **Paragraph 5 – Item C.** Cut off for questions at 4:00PM, February 9, 2018.
 - **Paragraph 5 – Item D.** Issue addendum if required 4:00PM, on February 12, 2018.

2. Section 01110 Summary of Work

- DELETE Section 01110, pages 1 and 2, and REPLACE with revised Section 01110, pages 1 and 2, attached. In addition, the deleted pages are of an obsolete version and the following changes have been made:
 - **Description of work to be completed by Contractor** (Contractor should understand that this project will be broken into four phases – 1. Equipment Removal (separate contractor), 2. Painting (this contract, up to 14 calendar days to complete the work as outlined below), 3. Equipment Installation (separate contractor) and 4) Painting Contractor to touch-up & paint bolts/nuts (see item 11, below). Flocculator #1 to be completed in March/April & Flocculator #3 to be completed in May/June)

- **Item 11** - After re-installation of all equipment is completed (by separate contractor), Painting Contractor shall touch-up paint all equipment as needed and paint all hardware not previously painted (bolts, nuts, etc.).

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 **MBW Flocculator #1 & #3 Painting of Flocculator Agitation System Equipment and Clarifier Bridge, Control Number: 1139**, 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 February 15, 2018**, and then at said time publicly opened and read aloud.
2. **Description of work:** Contractor shall paint, (at a nearby location designated by KUB), flocculator agitator system equipment and associated hardware consisting of: agitator drive shafts (2 horizontal & 2 vertical), agitator arms (14), bearing drive shafts (16) and flocculator drive shafts (12) as per the PPG or Sherwin Williams paint specifications. **Bids shall be submitted based on one of these specifications provided with the bid documents.**
3. **A Mandatory pre-bid meeting will be held on February 1, 2018, at 1:30pm, EST, at KUB, 4505 Middlebrook Pike, Knoxville, TN 37921, followed by a mandatory on-site meeting at Mark B. Whitaker Water Treatment Plant, 2000 Riverside Dr., Knoxville, TN 37915.** Meeting attendees must bring **HARD HATS, SAFETY GLASSES WITH SIDE SHIELDS AND BOOTS WITH TOE PROTECTION** to participate in the on-site walk through. **Contractors must attend both meetings to be eligible to bid.**
4. NOT USED
5. **Our proposed schedule is as follows:**
 - A. Bid documents available on January 23, 2018.
 - B. **A Mandatory pre-bid meeting will be held on February 1, 2018, at 1:30pm, EST, at KUB, 4505 Middlebrook Pike, Knoxville, TN 37921, followed by a mandatory on-site meeting at Mark B. Whitaker Water Treatment Plant, 2000 Riverside Dr., Knoxville, TN 37915. Contractors must attend both meetings to be eligible to bid.**
 - C. Cut off for questions at 4:00PM, February 9, 2018.
 - D. Issue addendum if required 4:00PM, on February 12, 2018.
 - E. Bid opening on **February 15, 2018, at 2:00PM, EST**, in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike.
 - F. Award project on or before February 16, 2018.
 - G. Notice to Proceed on or before March 5, 2018.
 - H. Flocculator #1 – work to be done in March/April (Contractor has up to 14 calendar days to complete the work as outlined in Description of Work, Section 01110).
 - I. Flocculator #3 – work to be done in May/June (Contractor has up to 14 calendar days to complete the work as outlined in Description of Work, Section 01110).

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

7. Each sealed envelope containing a Bid should have the Bid Contractors Cover Sheet, 00030-3, securely attached thereto with all required information included. **If forwarded by mail or package delivery service, the sealed envelope containing the Bid must be enclosed in another envelope clearly marked on the outside with the notation “Bid Enclosed” and addressed to the Procurement Department **Bid Room**, Knoxville Utilities Board, 4505 Middlebrook Pike, Knoxville, Tennessee 37921.**

8. All Bids must be made on the attached Bid Form (Section 00330). Additional copies may be obtained from the OWNER. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required. On unit price bids, entering a zero for the unit cost of a bid item indicates the bidder requires no compensation for completion of that item.

9. The OWNER may waive any informalities or minor defects and may reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No bidder may withdraw a Bid until 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the bidders.

10. The OWNER will make available for inspection by bidders prior to bidding at KUB Engineering, 4505 Middlebrook Pike, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. The CONTRACTOR shall provide the OWNER copies of any written agreements with private landowners that the CONTRACTOR obtains for such additional land or access thereto.

11. The Bidding Documents contain the information required for the construction of the Project. All questions about the meaning or intent of the Bidding Documents are to be submitted to the OWNER in writing. Interpretations or clarifications considered necessary by the OWNER in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Any other written or oral information obtained from an officer, agent, or

employee of the OWNER or any other person will be without legal effect. Bidders must acknowledge receipt of Addenda on the Bid Form (Section 00330).

12. It is the responsibility of each bidder before submitting a Bid to examine and carefully study the Bidding Documents, including any Addenda and any other referenced data identified in the Bidding Documents, including KUB's Standard Specifications, if referenced herein. Furthermore, each Bidder shall visit the Site and become familiar with and satisfy bidder as to the general, local, and Site conditions, including but not limited to surface and subsurface conditions, that may affect cost, progress, and the performance of the Work. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its Bid.
13. On request, OWNER will provide access to the Site for Bidder to conduct such examinations, investigations, explorations, tests, and studies deemed necessary for development of bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relative to excavation and utility locates.
14. It is the responsibility of each bidder before submitting a Bid to become familiar with and satisfy bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
15. It is the bidder's responsibility to determine if sales or use taxes are required to be paid on the Work and to what extent. If sales and/or use taxes are payable in connection with the Work, all such taxes must be included in the Bid.
16. Each Bid must be accompanied by bid security made payable to the OWNER for five percent (5%) of the bidders Bid price and in the form of a certified cashier's check or a bid Bond (Section 00411) issued by a surety meeting the requirements of Article 5 of the General Conditions (Section 00700). As soon as the Bid prices have been compared, the OWNER will return the bid security of all except the three lowest responsible bidders. When the Agreement is executed, the bid security of the two remaining unsuccessful bidders will be returned. The bid security of the successful bidder will be retained until the payment Bond and performance Bond have been executed and approved, after which it will be returned.
17. A performance Bond and a payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Agreement. To the extent required by state law, the OWNER shall have the right to require additional payment and performance Bonds.

18. Attorneys-in-fact who sign Bid Bonds or payment Bonds and performance Bonds must file with each Bond a certified and effective date copy of their power of attorney.
19. All bonding companies shall be listed in the U.S. Treasury Department Federal Register for bonding companies and be licensed to do business in the state of Tennessee.
20. The OWNER may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all information and data for this purpose that the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. A conditional or qualified Bid will not be accepted.
21. If a Bid is accepted by the OWNER, the Award will be made to the responsive and responsible bidder whose Bid is determined to contain the lowest evaluated Bid as described in the Bid Form (Section 00330) and who is determined by OWNER to be fully qualified and able to perform the Work for the Contract Price and within the Contract Times.
22. The bidder to whom the Contract is awarded will be required to execute the Contract in the form attached hereto (the "Agreement") and obtain the certificate of insurance, the performance Bond, and the payment Bond within ten (10) calendar days from the date the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the bidder to execute the Agreement and return the executed Agreement to the OWNER within such ten (10) day period, the OWNER may consider the bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the OWNER.
23. The OWNER, within sixty (60) days of receipt of acceptable performance Bond, payment Bond, certificate of insurance, and Agreement signed by the party to whom the Contract was awarded, may sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. The OWNER shall not be bound until it executes the Agreement and delivers a copy of the executed Agreement to the CONTRACTOR.
24. The OWNER will issue the Notice to Proceed within ten (10) days of the execution of the Agreement by both the CONTRACTOR and the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the period may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

25. Payment terms for this Contract will be **NET 30 DAYS** from the date of receipt and approval of the CONTRACTOR's Applications for Payment, no exceptions.
26. The bidder to whom the Contract is awarded within 5 days after the award shall supply to OWNER (1) the names and addresses of major material Suppliers and Subcontractors and (2) an experience statement for all major Subcontractors with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor.
27. The successful bidder shall be fully responsible to OWNER for all acts and omissions of the Subcontractors performing or furnishing any of the Work just as the Contractor is responsible for Contractor's own acts and omissions. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors performing any of the Work under direct or indirect contract with Contractor. Contractor shall require all Subcontractors performing or furnishing any Work to communicate with OWNER, DESIGN ENGINEER or Resident Project Representative through CONTRACTOR. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER and DESIGN ENGINEER. CONTRACTOR shall have its own representative on site to communicate with the OWNER while work is being performed by Subcontractor's.
28. The OWNER is committed to a safe working environment for its employees and contractors and to the safety and health of the customers we serve as well as the general public. We emphasize, operate, and enforce an alcohol and drug free workplace. **Each bidder is required to submit an affidavit (00484) that attests that such bidder operates a drug free workplace program or other drug and alcohol testing program with requirements at least as stringent as that of the program operated by KUB. Each bidder may review the OWNER's drug free workplace program at the Procurement Department at the address contained herein.**
29. All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994, as amended (TCA Title 62, Chapter 6). For all bids other than those handed directly to the authorized KUB agent charged with opening the bids at the place and time of the bid opening, the exterior of the sealed envelope must be labeled "Bid" with the project name and bid due date / time clearly evident. Attaching KUB's Bid Contractor Cover Sheet (page 3 in Section 00030) to the exterior of the sealed bid envelope fulfills this requirement. Owner has no liability or responsibility for securing, receiving, accepting, or opening sealed bids that are not sufficiently labeled as to indicate their status as a bid with the project and due date / time indicated.
30. In the case of joint ventures, each party submitting the Bid must provide this information. In the event a Bid package not having the required information on the outside of the sealed Bid envelope is inadvertently opened, the Bid will not be considered.

31. Title VI: Bidder shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin (“Title VI”). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of the contract. The Bidder if awarded the contract shall upon request, show proof of such nondiscrimination.

32. Before any bid may be considered by KUB, Bidder shall be properly licensed at the time of the bid and, shall provide evidence of compliance with the applicable provisions of The Contractor’s Licensing Act of 1994, as amended. (T.C.A. 62-6-119. Bid Documents-- Penalties.)

END OF SECTION

HOME

SECTION 01110
SUMMARY OF WORK

MBW Flocculator #1 & #3 Painting of Flocculator Agitation System Equipment and Clarifier Bridge, Control Number: 1139

KUB Responsibilities

- Complete job safety briefing
- Load flocculator equipment to be painted onto trailers furnished by painting contractor and unload for installation after painting is completed
- Provide covered area for painting of equipment
- Dispose of all paint removal debris and coating materials after it is placed into waste disposal containers.
- Conduct preconstruction job conference to be held at the job site before blast cleaning and painting is started. Attending this meeting will be KUB representatives and Contractor's Representative. The purpose of the meeting is to include the following:
 1. Review site safety conditions, requirements, and security procedures.
 2. Review Contractor's anticipated scheduling of work.
 3. Review Specification requirements for blast cleaning.
 4. Review Specification requirements for painting.
 5. Review paint manufacturer's recommendations regarding the work.
 6. Answer any questions the Contractor may have concerning the work.
 7. Review the Solid Waste Handling and Disposal Procedures.

Description of work to be completed by Contractor (Contractor should understand that this project will be broken into four phases – 1. Equipment Removal (separate contractor), 2. Painting (this contract, up to 14 calendar days to complete the work as outlined below), 3. Equipment Installation (separate contractor) and 4) Painting Contractor to touch-up & paint bolts/nuts (see item 11, below). Flocculator #1 to be completed in March/April & Flocculator #3 to be completed in May/June)

1. Follow appropriate Lock Out Tag Out, Confined Space, Fall Protection and KUB Safety Guidelines.
2. Contractor shall paint, a nearby location designated by KUB, flocculator agitator system equipment and associated hardware consisting of: agitator drive shafts (2 horizontal & 2 vertical), agitator arms (14), bearing drive shafts (16) and flocculator drive shafts (12) as per the attached PPG or Sherwin Williams paint specifications. **Bids shall be submitted based on one of these specifications.**
3. Contractor shall protect all bearing drive shafts from painting in area of shaft to be enclosed by bearings.
4. Contractor shall protect all marks, stamps and numbering on removed equipment to ensure proper placement/alignment upon re-installation.

5. Contractor shall provide containment area at remote painting location for agitator system equipment. **Containment plans as well as Solid Waste Handling and Disposal Procedures must be submitted to KUB for review with bid.**
6. Contractor shall be responsible for furnishing truck and/or trailer with driver to transport equipment to a nearby location designated by KUB for painting as well as transport back to the original location after painting is completed.
7. Contractor to be responsible for offloading equipment for painting and reloading agitator system equipment onto trailer after painting.
8. Contractor shall hand clean in place with stainless steel brush or wheel: agitator rods (28 – clean to water level at highest point, approx. 8’).
9. Contractor shall paint in place: flocculator motor, flocculator gearboxes and steel pad, flocculator motor/gearbox concrete support base, rapid mix gearbox, motor and steel support base and rapid mix access doors as per the attached PPG or Sherwin Williams paint specifications. **Bids shall be submitted based on one of these specifications.**
10. Contractor shall provide containment area around all equipment while painting equipment in place. **Containment plans as well as Solid Waste Handling and Disposal Procedures must be submitted to KUB for review with bid.**
11. After re-installation of all equipment is completed (by separate contractor), Painting Contractor shall touch-up paint all equipment as needed and paint all hardware not previously painted (bolts, nuts, etc.).
12. Contractor shall paint in place: clarifier bridge/catwalk, support brackets, etc. (except stainless handrails) as per the attached PPG or Sherwin Williams paint specifications. Walkway tread plates and steps shall be painted by contractor, as per the attached PPG or Sherwin Williams paint specifications, at a nearby location designated by KUB. **Bids shall be submitted based on one of these specifications.**
13. Contractor shall provide containment area for clarifier bridge/catwalk in clarification basin while painting equipment in place. No sand blasting or paint debris shall be allowed to contact or enter filters, basin or adjacent basins. **Containment plans as well as Solid Waste Handling and Disposal Procedures must be submitted to KUB for review with bid.**
14. Contractor shall ensure that all surfaces are properly prepared, the proper primer is applied to the correct mil thickness, and the finish coat is compatible with the primer coat and applied to the correct mil thickness .
15. Contractor shall furnish all necessary labor, tools, paint, supplies and equipment needed to perform job .
16. Contractor is solely responsible for the health and safety of its workers during the execution of this contract. Conduct all work in accordance with all applicable local, state, and federal regulations, including but not limited to; 29 CFR § 1926(Construction Industry), 29 CFR § 1910 (General Industry), 29 CFR § 1926.62 (Lead Exposure In Construction), 29 CFR § 1926 Subpart L (Scaffolds), 29 CFR § 1926 Subpart M (Fall Protection) and 29 CFR § 1910.146 (Permit Required Confined Spaces).
17. Contractor is advised that the existing coatings on the equipment contain lead below the EPA/HUD allowable limit of 0.5% by weight.
18. Due to the fall potentials associated with this project, pay specific and special attention to fall prevention, and compliance with 29 CFR 1926.104, 29 CFR 1926.105, and 29 CFR 1926.451.
19. Cleaning of tank of all debris after work is complete.