

## Addendum No. 1

Project:                    **Pressure Reducing Valve Vaults**  
Control No:                **606**  
Issued:                    **To all listed plan holders**  
Date:                        **January 8, 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 00030 Advertisement for Bids**

- DELETE Section 00030 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 changes to the bid opening date on page 00030-3.

### **2. Section 00140 Information for Bidders**

- DELETE Section 00140 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 changes to 00140-1 paragraph 3 (The Pre-Bid meeting clarification – The Pre-Bid is Non-Mandatory).

### **3. Clarification**

- The Pre-Bid meeting for the Pressure Reducing Valve Vaults Project, Control#606 is **Non-Mandatory**.

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 00030**  
**ADVERTISEMENT FOR BIDS**

PROJECT:

**KNOXVILLE UTILITIES BOARD**  
**PRESSURE REDUCING VALVE VAULTS**  
**KNOXVILLE, TENNESSEE**

**Control Number: 606**

Separate sealed bids for the **Pressure Reducing Valve Vaults, Control Number: 606**, 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 1, 2018**, and then at said time publicly opened and read aloud.

The Instructions to Bidders, Form of Agreement, Specifications, Forms of Bid Bond and of Performance and Payment Bonds, and other Bidding Documents may be examined at:

**Knoxville Utilities Board**  
**Procurement Department**  
**4505 Middlebrook Pike**  
**Knoxville, TN 37921**

One full copy of the Bidding Documents may be obtained at Knoxville Utilities Board Procurement Department, 4505 Middlebrook Pike, Knoxville, TN 37921 at no cost to the bidder. Complete sets of Bidding Documents must be used in preparing Bids; the OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The OWNER, in making copies of the bidding documents available on the above terms, does so only for the purpose of obtaining bids for the work and does not confer a license or grant for any other use.

The OWNER reserves the right to reject any or all Bids and to waive any informalities or minor defects therein. All bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim, including but not limited to loss of profits, savings or



income, or any indirect, consequential, incidental, exemplary, punitive or special damages brought by any bidder because of such rejections, nor shall the bidders seek any recourse of any kind against the OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement by the bidder to these conditions.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994, as amended (TCA Title 62, chapter 6). Sealed bid envelope exterior labeling must conform to the requirements of KUB Specification 00140 Paragraph 29. The Bid Contractor Cover Sheet is provided on page 3 of this Section (00030 Instruction to Bidders). In Case of joint ventures, each party must complete its own Cover Sheet.

All Bids must be made out on the bid form provided with the Bidding Documents. Each bidder must turn in a security deposit with its Bid. The deposit is five percent (5%) of the Bid amount, subject to the conditions stated in the Instructions to Bidders. The successful bidder shall also be required to execute performance and payment Bonds in such amounts as required by the Bidding Documents, furnished by the bidder and which are used by the bidder, (or the bidder's permitted Subcontractors) in performing the Work. No bidder may withdraw his Bid within sixty (60) days after the actual opening date of the Bid.

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.

The OWNER encourages bids by qualified minority and/or woman owned business enterprises (MBE, WBE) and also encourages the use of qualified minority and/or woman owned businesses as Subcontractors.

Owner: Knoxville Utilities Board  
Knoxville, Tennessee

By: Michelle W. Wilson  
Procurement Manager  
Procurement Department



**BID CONTRACTOR COVER SHEET**

Knoxville Utilities Board requires that this form shall be firmly attached to the outside of the envelope containing the Bid.

**Knoxville Utilities Board, Knoxville, Tennessee**

**PROJECT: PRESSURE REDUCING VALVE VAULT**

**CONTROL NUMBER: 606**

**OPENS: 2:00 PM (local time) on February 1, 2018**

**PART 1 - BIDDER AS PRIME CONTRACTOR:** Bidder shall complete this part in accordance with the State of Tennessee T.C.A. Title 62, Chapter 6. (Include all classifications and sub-classifications for Bidder's License Number listed)

**BIDDER:** \_\_\_\_\_

**LICENSE NO:** \_\_\_\_\_

**CLASSIFICATION(S):** \_\_\_\_\_

**LICENSE EXPIRATION DATE:** \_\_\_\_\_

**PART 2 – BIDDER'S ELECTRICAL, PLUMBING, HVAC, or MASONRY SUBCONTRACTORS.** Bidder shall complete this part in accordance with the State of Tennessee TCA Title 62, Chapter 6 requirement for listing Electrical, Plumbing, HVAC or Masonry Subcontractors on Bid Cover Sheets.

**ELECTRICAL SUBCONTRACTOR:**

NAME: \_\_\_\_\_

LICENSE NO: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

CLASSIFICATION(S): \_\_\_\_\_

**PLUMBING SUBCONTRACTOR:**

NAME: \_\_\_\_\_

LICENSE NO: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

CLASSIFICATION(S): \_\_\_\_\_

**HVAC OR GEOTHERMAL HEATING AND COOLING SUBCONTRACTOR:**

NAME: \_\_\_\_\_

LICENSE NO: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

CLASSIFICATION(S): \_\_\_\_\_

**MASONRY SUBCONTRACTOR:**

NAME: \_\_\_\_\_

LICENSE NO: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

CLASSIFICATION(S): \_\_\_\_\_

**SECTION 00140**  
**INFORMATION FOR BIDDERS**

1. Separate sealed bids for the **Pressure Reducing Valve Vaults, Control Number: 606**, 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 1, 2018**, and then at said time publicly opened and read aloud.
2. **Description of work:** Work shall include installation of two Pressure Reducing Valve (PRV) Vaults, one located on Thorngrove Pike and one located on Bruner Road. Work includes, but is not limited to, the following items: excavation for installation of valve vault and water lines; connection to existing water lines; extension of water line into vault; construction of concrete vault with double leaf access hatch; installation of PRV assembly including piping, fittings, valves, PRV bypass, drain, access ladder, and other appurtenances; site grading; gravel parking; work items annotated in easement notes; and other items as annotated on the plans; in the specifications; and in the bid, and incidental materials and equipment, complete and in place in accordance with the Contract Documents for said project. CONTRACTOR shall provide all labor materials, equipment and incidentals as required to restore the sites to a condition equal or better than the site condition that existed prior to the initiation of work activities. CONTRACTOR shall provide Traffic Control Plan (TCP) and devices as required by the specifications.
3. **A non-mandatory pre-bid meeting will be held on January 11, 2018, at 2:00PM, EST, in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike.**
4. **This work is to be bid only by KUB pre-qualified contractors in the following area: 3.2 Water Utility Construction, Unlimited Category and 3.3 Water Utility Construction, \$225,000.00 Bid Limit and Nominal 8 inch and under pipe size categories.** Bids will not be accepted from contractors who are not pre-qualified in the above-mentioned category prior to the bid opening.
5. **Our proposed schedule is as follows:**
  - A. Bid documents available on January 4, 2018.
  - B. Non-mandatory pre-bid meeting on **January 11, 2018**, at **2:00PM**, EST, in the Procurement Conference Room at the KUB Hoskins Operations Center, 4505 Middlebrook Pike.
  - C. Cut off for questions at 5:00PM January 18, 2018.
  - D. Issue addendum if required 4:00PM on January 25, 2018.
  - E. Bid opening on **February 1, 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 2, 2018.
  - G. Notice to Proceed on or before February 16, 2018.
  - H. Required Substantial Completion within **120** 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**
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