#### Addendum No. 1

Project: Loves Creek Wastewater Treatment Plant Launder Cover

**Installation and Weir/Scum Baffle Replacement** 

<u>Control No</u>: **1128** 

<u>Issued</u>: **To all listed plan holders** 

Date: February 2, 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 Information for Bidders

• DELETE Section 00140 Information for Bidders, page 1, and REPLACE with revised Section 00140, page 1, attached. In addition, the deleted page is an obsolete version, and the number of days for substantial completion have been increased to 230 days

#### 2. Section 00330 Bid Form

• DELETE Section 00330, page 3, and REPLACE with revised Section 00330, page 3, attached. In addition, the deleted page is an obsolete version, and Article 6 has been changed to increase the number of days for substantial completion to 230 days.

### 3. Section 00514 Agreement

• DELETE Section 00514, page 2, and REPLACE with revised Section 00514, page 2, attached. In addition, the deleted page is an obsolete version, and paragraph 2 has been changed to increase the number of days for substantial completion to 230 days, and final completion is now 260 days.

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

- Question: Would KUB consider extending the number of substantial completion days to 270 days, due to the long lead times for the equipment?
  - Answer: No, but KUB has extended the number of substantial completion days to 230 days.
- Question: Can KUB provide as-builts for existing equipment?

Answer: The as-built drawing has been provided as part of this addendum (a pdf may be found at <a href="www.kub.org">www.kub.org</a>. Click the Procurement link, then Open Bids & Requests for Proposals, then scroll to find the above referenced project & its attachments)

• **Question:** How big are the launder covers (drawings are unclear)?

Answer: FRP Launder Cover for Three (3) 75'-0" Dia. Clarifier Tanks
Three (3) sets, each Launder Cover set consists of 20 three-piece cover modules, each made up of one (1) Mounting Section and two (2) Cover Sections. The Mounting Section rests on three stainless steel support brackets fastened to the weir wall and serves as the fixed base for the hinged Cover Sections. The Cover Section is connected to the Mounting Section by a continuous stainless steel hinge. The Cover Sections arch over the 30" wide effluent launder trough and weir, and rest on an FRP support angle anchored to the inside of the tank wall. Overall, the Cover extends from the outer tank wall over the launder and weir to a point just inside the scum baffle. The covers open away from the operator and toward the center of the tank to allow for maximum visibility and ease of inspection and maintenance. *The* 

Cover hinge points are strategically located so the launder and weir are visible when the Cover panel is opened. Each Cover panel is equipped with a spring-loaded stainless steel latch/handle mechanism to secure and raise the Cover Section. A restraint cable is included to control the range of motion. The Cover set is delivered with all of the required 316 stainless steel fasteners and anchors for a complete installation. FRP color is white.

<u>Exclusions</u>: Caulk, sealants, assembly, installation and field services are not included.

Delivery: Submittals provided 3-6 weeks ARWO. Materials 10-14 weeks ADA.

**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 Loves Creek Wastewater Treatment Plant Launder Cover Installation and Weir/Scum Baffle Replacement, Control Number: 1128, 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 8, 2018, and then at said time publicly opened and read aloud.
- 2. Description of work: Purchase and install launder covers for three final clarifiers at the Loves Creek WWTP. Replacement of existing final clarifier weirs and scum baffles. Installation to be completed as required by manufacturer of the equipment. Manufacturer to be as per specification included or approved equal. The covers should open away from the operator and toward the center of the tank to allow for maximum visibility and ease of inspection and maintenance. The cover hinge points are strategically located so the launder and weir are visible when the cover panel is opened. A restraint cable should be included to control range of motion. 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.
- 3. A mandatory on-site pre-bid meeting will be held on January 25, 2018 at 2:00PM, EST, located at KUB's Loves Creek WWTP, 5760 Sandis Lane, Knoxville, TN 37924. You must attend this meeting 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. Meeting attendees must bring HARD HATS, SAFETY GLASSES WITH SIDE SHIELDS AND BOOTS WITH TOE PROTECTION to participate in the on-site walk through.
- 4. This work is to be bid only by KUB pre-qualified contractors in the following areas: 2.5 Wastewater Plant Construction, Unlimited. Bids will not be accepted from contractors who are not pre-qualified in the referenced category prior to the bid opening.
- 5. Our proposed schedule is as follows:
  - A. Bid documents available on January 10, 2018.
  - B. Mandatory on-site pre-bid meeting will be held on January 25, 2018, at 2:00PM, EST, located at KUB's Loves Creek WWTP, 5760 Sandis Lane, Knoxville, TN 37924.
  - C. Cut off for questions at 5:00PM, February 2, 2018.
  - D. Issue addendum if required 3:30PM, on February 5, 2018.
  - E. **Bid opening on February 8, 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 12, 2018.
  - G. Notice to Proceed on or before February 26, 2018.
  - H. Required Substantial Completion within 230 days from commence date on Notice to Proceed.



# KNOXVILLE UTILITIES BOARD STANDARDS AND SPECIFICATIONS

ARTICLE 4. Bidder further represents that 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 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 <u>230</u> 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).



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- 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 230 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 260 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 \$750.00 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 \$325.00 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. If OWNER incurs damages or fines as a result of the CONTRACTOR'S negligence, including but not limited to, any Sanitary Sewer Overflow, the CONTRACTOR shall notify OWNER of such occurrence and shall repair any damage to the satisfaction of the OWNER. CONTRACTOR will be responsible for any damages or fines, including but not limited to TDEC fines, at no additional costs to the OWNER.

Within thirty (30	) days follo	owing the	completion ar	nd acceptance of	of the W	ork (unless
some other time	of payment	is express	ly provided in	n the Contract	Documer	nts), and as
payment for the V	Work, the O	WNER sha	ll pay or caus	e to be paid to	the CON	TRACTOR
the Contract Pric	e of:					dollars
(\$	)		(words)			
(figures)						
	some other time payment for the V the Contract Pric (\$	some other time of payment payment for the Work, the O the Contract Price of:  (\$)	some other time of payment is express payment for the Work, the OWNER sha the Contract Price of:  (\$)	some other time of payment is expressly provided in payment for the Work, the OWNER shall pay or cause the Contract Price of:  (\$) (words)	some other time of payment is expressly provided in the Contract payment for the Work, the OWNER shall pay or cause to be paid to the Contract Price of:  (\$) (words)	(\$) (words)

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 25<sup>th</sup> day of each month during performance of the Work. The date on the Application For Payment (invoice) must be the 1<sup>st</sup> 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

