



Terry McKee, IT & Procurement Director

901 Broadway N. • Knoxville, TN 37917-6699
 865.403.1133 • Fax 865.594.8858
 purchasinginfo@kcdc.org
 www.kcdc.org

Addendum

| | | | | | |
|--------------------------|--------------------------------------------------------|------------------------|---|-------------|----------|
| SOLICITATION NAME | Five Points Phase 2 Infrastructure Improvements C17002 | ADDENDUM NUMBER | 1 | DATE | 07-08-16 |
|--------------------------|--------------------------------------------------------|------------------------|---|-------------|----------|

This addendum answers questions raised about this solicitation. To aid in readability, the questions are in black, the answers are in **bolded blue**, and the answers follow immediately below.

| | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Q1 | How many days does the vendor have to complete the work? |
| | After the Notice to Proceed is given, the vendor will have 180 calendar days to complete the work. |
| Q2 | How do we obtain a hard copy of the hazardous material report for our review and pricing? We need to get a copy of this report not just review it at someone's office. |
| | KCDC's plan is to handle any hazmat remediation in a separate contract outside the scope of this bid and prior to the demolition of the buildings. |
| Q3 | Is the vendor to demolish the house? |
| | Yes the vendor will demolish 329 Ben Hur Avenue. See C112A of the addendum drawings. |
| Q4 | Is there an "aid to construction fee" associated with this project? |
| | Yes. The successful vendor will pay KUB \$21,297.00 for the water meter installation. |
| Q5 | Concerning the 180 days, does this allow the successful vendor time to interact with all interested parties? |
| | If other parties (such as KUB or the City of Knoxville) delay the project, KCDC will consider extending the 180 days to accommodate the delay. |
| Q6 | Concerning the 180 days, that puts completion into February when most asphalt and concrete work is limited. What is KCDC's plan? |
| | Please refer to paragraph 32 in the solicitation document for delays due to weather. |
| Q7 | The specification calls for coordination of Storm Water protection efforts after award. Does the vendor allow for a cost for this activity? |
| | The vendor shall be responsible for compliance with the plans, specifications and all regulatory requirements including any associated costs. |
| Q8 | Will there be additional payment for unexpected soil excavation? |
| | No |
| Q9 | The plans call for Radar Detection (Item 725-03.50). That appears to not be any problem, but there is another item (730-13.03 Vehicle Detector, 4-channel Card Rack) with a quantity of 4. Typically, that is for loop sensors in the signal intersections. It would typically not be used when Radar Detection is specified. I wanted to know what this item (730-13.03) was intended for? |
| | The item (730-13.03) was listed in error and is not a part of the contract. Do not price it. |



| | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Q10 | Does KCDC have their own Bid Bond guaranty form they want us to use or is a standard form acceptable? |
| | A standard form is acceptable. |
| Q11 | Are separate additional Non Collusion and Drug Free Workplace forms required since signatures required on Affidavit B acknowledge compliance with these conditions? |
| | No. All required affidavits are in the forms in the solicitation package. |
| Q12 | Will the installation of any new utilities be subject to the excavation of any prior removed building footings, buried debris or water/sewer systems? |
| | It is not anticipated that any significant building foundations, buried debris or abandoned utility systems remain that would impact the completion of the work. |
| Q13 | A question was raised on the planning for storm water and erosion control during construction/demolition. Is this plan to be designed by the Contractor or KCDC Engineer and will this plan need City approval before construction starts? |
| | The contractor is required to complete the work in accordance with the plans and specifications. The contractor shall plan and coordinate the work with the owner, utility provider and regulatory authorities as required to minimize disruption to existing utility services to remain and storm sewer systems affected by the work to remain. |
| Q14 | There is great deal of conduit to install between intersections, under the sidewalks. I need to know if we, as the signal subcontractor, will be responsible for the sidewalk removal and replacement or will that be by the sidewalk contractor? |
| | The Contractor is responsible for coordinating work between the subcontractors. |
| Q15 | What is the gutter depth "D" on TDOT detail RP-NMC-10. |
| | Eight inches |
| Q16 | May we visit the site? |
| | Yes. |
| Q17 | Please clarify insurance requirement for subcontractors. |
| | See the revised subcontractor insurance requirements in Attachment A. |

Changes to the Solicitation Document and Specifications:

1. **KCDC has revised specification section 01 31 00 item 1.3 A. 4:**
The Contractor shall provide a full-time site superintendent who will be the responsible charge for all activities. The Contractor shall submit the name and contact information of the superintendent to the owner's representative. The superintendent shall be present on site whenever work is being performed on the project.
2. **KCDC has revised the insurance specifications. See Attachment A.**
3. **KCDC has revised the Prevailing Wage/Davis Bacon requirements for this solicitation. See Attachment B for the new requirements.**
4. **All Section 3 requirements are removed from the solicitation document.**

5. **KCDC has updated the posted "Prototype Contract" on its webpage.**
6. **KCDC has posted the Geo-Tech Report to its webpage.**
7. **There are changes on certain plans and the revised plans are posted. Specifically these plans are changed:**
 - C110A demolition of sidewalk along north side of McConnell between church and Kenner Avenue
 - C112A demolition of house and appurtenances at 329 Ben Hur Avenue
 - C201A installation of approximately 540 lf of new sidewalk and (3) driveway entrances and curb replacement along the north side of McConnell between church and Kenner Avenue
 - C511A Aid to construction for water meter placement. New hydrant installation

Attachment A: Revised Insurance Requirements

1. INSURANCE

The contractor shall maintain, at contractor's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A:VI or better. Upon award, the contractor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The contractor agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract

- a. **Commercial General Liability Insurance:** occurrence version commercial general liability insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$3,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. The Additional Insured shall read "Knoxville's Community Development Corporation (KCDC)".

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the contractor shall add by endorsement, KCDC its officials, officers, employees, and volunteers as an additional insured.

- b. **Automobile Liability Insurance:** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Builder's Risk:** Addendum 2 will have this information.

- e. **Pollution Liability Insurance:** pollution liability coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the contractor's operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.
- f. **Other Insurance Requirements:** Contractor shall:
1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by contractor's insurance. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, contractor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 Broadway, NE
Knoxville, TN 37917

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the contractor with the exception of the following limits:

General Liability – limits of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate, it shall apply separately to the work/location for this contract or be no less than \$2,000,000.

Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
 7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.
 8. All policies must be written on an occurrence basis.
- g. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- h. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Attachment B: Revised Prevailing Wage Requirements

The City of Knoxville will be providing funds to KCDC for this project. As a result, the City's prevailing wage requirements are applicable to this contract in lieu of Davis-Bacon requirements. The requirements below are incorporated herein and made a part of this contract.

The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § Tennessee Code Annotated 12-4-401 et seq. For the purpose of this contract, the prevailing wage rates shall be the wage rates incorporated in these documents. KCDC reserves the right to demand the payroll records of Contractor at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by Contractor to provide KCDC with said records within ten working days of the written notice shall constitute a breach of this contract

The attached wage rates and laws must be displayed at the job site. Highway classification descriptions are found in the State of Tennessee Department of Labor & Workforce Development's document "Classification of Workers Under Tennessee's Prevailing Wage Law – Highway Construction Crafts." This document can be found at <http://www.state.tn.us/labor-wfd/ClassificationHighway9-13-2006.htm>

Certified Payrolls

The Contractor and subcontractors shall submit certified payrolls to KCDC each week in which any work is performed. During construction, if the work of the Contractor or subcontractor will be interrupted for a week or more, the following statement shall be placed on the signature sheet of the payroll for the last week in which work was performed: "No additional work will be performed until further notice."


In the event a work stoppage of a week or more occurs which is not anticipated, KCDC shall be furnished the following statement on the signature sheet of the payroll form for the week immediately after the week in which work was interrupted: "No work performed, and no work will be performed until further notice."

When work has ceased in either case as stipulated above, the Contractor or subcontractor shall note the following statement on the payroll for the week on which work is resumed: "Last previous work was performed the week ending _____."

For more information on The Prevailing Wage Act see <http://www.tn.gov/workforce/article/prevailing-wage>

2016 HIGHWAY PREVAILING WAGE RATES

KCDC Contract C17002

|  | | |
|-----------------------------------------------------------------------------------|--------------|-------|
| CLASSIFICATION | CRAFT NUMBER | 2016 |
| Bricklayer | 1 | 14.26 |
| Carpenter/Leadsperson | 2 | 17.52 |
| Class "A" Operators | 3 | 19.14 |
| Class "B" Operators | 4 | 17.08 |
| Class "C" Operators | 5 | 17.75 |
| Class "D" Operators | 6 | 16.48 |
| Concrete Finisher | 7 | 15.55 |
| Drill Operator (Cassion) | 8 | 25.26 |
| Electrician | 9 | 24.08 |
| Farm Tractor Operator (Power Broom) | 10 | 13.50 |
| Ironworkers Reinforcing | 11 | 16.29 |
| Ironworkers (Structural) | 12 | 16.89 |
| Mechanic (Class I) Heavy Duty | 13 | 20.33 |
| Mechanic (Class II) Light Duty | 14 | 19.53 |
| Painter/Sandblaster | 15 | 26.36 |
| Powder Person Blaster | 16 | 19.77 |
| Skilled Laborer | 17 | 15.27 |
| Survey Instrument Operator | 18 | 20.45 |
| Sweeping Machine (Vacuum) Operator | 19 | 15.56 |
| Truck Driver (2 axles) | 20 | 15.36 |
| Truck Driver (3/4 axles) | 21 | 14.86 |
| Truck Driver (5 or more axles) | 22 | 16.27 |
| Unskilled Laborer | 23 | 13.11 |
| Worksite Traffic Coordinator | 24 | 19.05 |
| Crane Operator | 25 | 20.44 |

Effective 01/01/2016

End of Addendum