



Purchasing Department

209 Water Street
Johnson City, TN 37601
(423) 975-2716

ADDENDUM

TO: All Prospective Vendors

FROM: Debbie Dillon, 
Director of Purchasing

SUBJECT: Addendum No. 1 –ITB #6076
King Creek Basin

DATE: October 4, 2016

Consider this addendum an integral part of the above referenced Invitation to Bid:

See attached 5 page addendum.

All other requirements remain the same. **Vendor shall acknowledge receipt of this addendum by initialing and returning the addendum notice with the return solicitation package or via e-mail if it has already been submitted.** Your un-opened response envelope can be returned to you for re-submittal upon request. Any questions regarding addendum submittal please contact this office or Jennifer Salyer at Barge, Waggoner, Sumner and Cannon, Inc.

/dd

ADDENDUM NO. 1

October 3, 2016

PROJECT: King Creek Basin
JOB NUMBER: 36057-01
OWNER: City of Johnson City

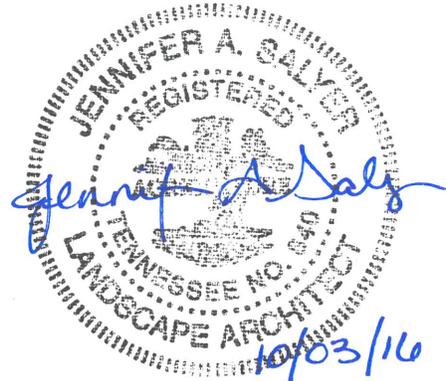
ARCHITECT: BARGE, WAGGONER, SUMNER & CANNON, INC.
4 SHERIDAN SQUARE, SUITE 100
KINGSPORT, TENNESSEE 37660

BID DATE: October 12, 2016 at 2:00 p.m.

ALL BIDS SHALL CONFORM TO THIS ADDENDUM:

The following items covering changes in the bidding requirements shall apply to and become a part of the requirements thereof.

Receipt of this Addendum shall be acknowledged by inserting this number and date in the space provided on the Bid Form. Failure to do so may result in disqualification of the Bidder. This addendum consists of 1 pages with the following attachments:



GENERAL

- ITEM 1. A copy of the mandatory Pre-Bid Meeting Sign-In sheet is included with this addendum.
- ITEM 2. If the construction exceeds \$500,000, the contractor will be required to sign the attached Escrow Agreement.

DRAWINGS

- ITEM 3. **Refer to Drawing C7.02:** Detail 6 – Retaining wall color to be “Appalachian Autumn”.

END OF ADDENDUM NO. 1

Pre-Bid Meeting Sign-In Sheet

King Creek Basin

City of Johnson City, Tennessee

ITB # 6076

Name	Company	Phone Number	Fax Number	Email Address
Dennis Ponder	BAKER'S CONSTRUCTION SERVICES	423-538-4460		dponder.bcs@earthlink.net
Jessica Hodge	Baker's Construction Excavation	423-538-7135	423-538-3608	jessica@bakerexc.net
Jennifer Salyer	BWSC	423-723-8446		Jennifer.Salyer@bwsc.net
Vann Hansen	KING'S GENERAL CONTRACTORS	276-644-1585	276-644-1586	vann.kgc@bvu.net
Mike Clark	Glass Machinery & Excavation	276-346-3467		mclark@glassmachinery.com
Tyler Davis	FAIR Vic Davis Const	423-817-7338	423-246-1627	tylerd@vicdavisconst.com
Lemere Perry	City of Johnson City	232-2862		lperry@johnsoncitytn.org
LEE JONES	SUMMERS-TAYLOR, INC	423-491-6070		leej@summerstaylor.com
Greg Ellege	Thomas Const.	423-282-3251	423-282-3376	greg@thomascon.com
Joe Palmer	Mickinnley Excavating	423-314-5041		Joe@Dig Chattanooga.com
Kennedy Sizemore	Bell Industries (Credi-Rock)	606-909-6722		ksizemore@BellIndustries.com
Allan Cantrell	City of J. C.	423-252-5076		acantrell@johnsoncitytn.org
Paul Ponzola	City of Johnson City	423-494-6080		pponzola@johnsoncitytn.org
Andy Best	city of Johnson city	423-975-2854		abest@johnsoncitytn.org

Escrow Agreement

THIS AGREEMENT is entered into this ____ day of _____, 2016 by and between City of Johnson City, Tennessee, a Tennessee Municipal Corporation ("Owner"), _____ ("Contractor") and First Tennessee Bank ("Bank") as escrow agent.

WITNESSETH:

WHEREAS, Owner and Contractor entered into a construction contract in the amount of \$_____ (the "Contract"). The Contract provides that five percent (5.00%) of the progress payments made under the Contract will be withheld as retainage ("Retainage") from the total of progress payments made by Owner to Contractor; and

WHEREAS, pursuant to T.C.A. 66-34-104 (the "Statute"), the amount withheld as Retainage is to be deposited in a separate escrow account maintained with a third party; and

WHEREAS, Owner and Contractor desire that all Retainage withheld under the Contract, be deposited in an interest bearing escrow account pursuant to and in compliance with the Statute; and

WHEREAS, Bank has agreed to accept the Retainage and cause it to be placed in an interest bearing escrow account and to act as escrow agent for said account.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises hereinafter set forth, it is agreed, as follows:

1. This contract incorporates all of the recitals set forth above.
2. In accordance with the requirements of the Statute, Owner shall deposit, and the Bank shall hold in an interest bearing escrow account, Account No. _____ ("Escrow Account") all retainage held pursuant to the Contract. The total Contract amount is \$_____.
3. All Retainage withheld from payments to Contractor by Owner under the Contract, from this date forward, shall be deposited in said Escrow Account.
4. The Bank, as escrow agent, shall hold and maintain the Retainage in the Escrow Account until the Bank is presented with a release signed by Owner and Contractor, authorizing the disbursement of all or a portion of the funds held on deposit in the Escrow Account, plus any accrued interest, provided that notwithstanding this Section 3, the Bank may comply with the final order of any court of applicable jurisdiction which affects the payment of all or any portion of the funds in the Escrow Account. The account will use Contractor's tax identification number, and Contractor will furnish the Escrow Agent with a W-9 form for this purpose.
5. To the extent allowed by Tennessee Law, in the event of any dispute regarding this Agreement, or in the event that any of the parties hereto do not agree as to the disposition of the funds in the Escrow Account, parties hereto agree that the Bank shall be released of any further obligation under this Agreement by tendering the funds maintained in the Escrow Account into a court of competent jurisdiction in an action in the nature of an interpleader, and the Bank shall have the right to recover its reasonable attorney fees and costs from Owner and Contractor, each of whom shall be jointly and severally liable therefore.

6. To the extent allowed by Tennessee law, the parties hereto agree to indemnify and hold Bank harmless from any loss, damages, or liabilities of any kind whatsoever, whether foreseen or unforeseen, whether direct or indirect arising out of or in connection with this Agreement, the Escrow Account and the funds contained therein, or the performance of the Bank's obligations hereunder, except liability resulting from Bank's gross negligence or willful misconduct. The Bank may rely upon the signatures of any correspondence from either or both of Owner and/or Contractor as being the authentic signatures of the Owner or Contractor or, if the Owner or Contractor are not natural persons, of person duly authorized to act on behalf of the Owner or Contractor.
7. The Bank shall not be bound by any modification, amendment, termination, cancellations, rescission or supersession of this Escrow Agreement unless the same shall be in writing and signed by all of the parties hereto and hereunder are effected thereby, unless it shall be given prior written consent thereto.
8. To the extent allowed by Tennessee Law, the Owner and Contractor agree, jointly and severally, to reimburse the Bank for any costs, damages, expenses or claims, including attorney's fees, which the Bank may incur or sustain as a result of or arising out of the Escrow Agreement or Bank's duties relating thereto (except for Bank's willful misconduct or negligence); and the Bank is hereby given a lien upon, and security interest in, the property deposited in the Escrow Account, to secure Bank's rights to payments or reimbursement.
9. Lender shall receive no fee in connection with its rendering of services as escrow agent pursuant to the terms of the Escrow Agreement.
10. This Escrow Agreement may be executed in three or more counterparts, each of which will be deemed to be an original agreement, but all of which will constitute one and the same document. A counterpart executed by a party and transmitted by facsimile to the other parties will have the same effect as delivery of the original counterpart.
11. This Agreement shall be construed in accordance with the Laws of the State of Tennessee without regard to its conflict of law principles.

ENTERED INTO as of the date first above written.

CONTRACTOR

By: _____

Title: _____

City of Johnson City

By: _____

Title: _____

First Tennessee Bank

By: _____

Title: _____