

LETTER OF TRANSMITTAL

TO:

Merkel Bros. Construction, Inc.
Marvin Sledge Underground Utilities, LLC
Ware Excavating, Inc.
Passons Underground Utilities, LLC
Wilamut Construction Co. LLC

Norris Brothers Excavating, LLC
Wright Brothers
HL Management Service, LLC
Morgan Contracting, Inc.
Brown Bros., Inc.

The Blue Book
Dodge Data & Analytics
Builders Exchange of Tennessee
Associated General Contractors
ConstructConnect
North America Procurement Council (NAPC)

Calhoun-Charleston Utility District

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tylerccud@gmail.com

FROM: Philip Schofield, P.E.

DATE: August 18, 2026

PROJ. NO.: C25004

SUBJECT: Addendum No. 1
Calhoun-Charleston Utility District
Highway 163 Waterline Extension

PAGES: 6 pages to follow

**PLEASE
RESPOND****TO CONFIRM RECEIPT OF THIS ADDENDUM NO. 1****PLEASE SIGN AND EMAIL TO CTI**vvisco@ctiengr.com

Company _____

Signature _____

Title _____

Date _____

ADDENDUM NO. 1

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS

CALHOUN-CHARLESTON UTILITY DISTRICT

HIGHWAY 163 WATERLINE EXTENSION

The following changes shall be made to the Contract Documents, Specifications, and Drawings.

I. CONTRACT DOCUMENTS

A. Section 00 21 00 – Information for Bidders.

DELETE Page 00 21 00-4 and REPLACE with the attached page 00 21 00-4.1.

B. Section 00 41 00 – Bid for Unit Price Contracts. Page 00 41 00-1

DELETE Page 00 41 00-1 and REPLACE with the attached page 00 41 00-1.1.

C. Section 00 52 00 – Agreement. Page 00 52 00-1

DELETE Page 00 52 00-1 and REPLACE with the attached page 00 52 00-1.1.

D. Section 00 55 00 – Notice to Proceed. Page 00 55 00-1

DELETE Page 00 55 00-1 and REPLACE with the attached page 00 55 00-1.1.

E. Section 00 61 13.13 – Performance Bond. Page 00 61 13.13 -1

DELETE Page 00 61 13.13 - 1 and REPLACE with the attached page 00 61 13 13 - 1.1.

II. CLARIFICATIONS

A. Project location is Highway 163, not Highway 166.

B. The funding for this is local funding only, so no special grant restrictions.

Date: August 18, 2026

Calhoun-Charleston Utility District
/s/ Tyler Richesin, General Manager

Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Stated allowances.

15. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified Bidder:

After receiving bids and determining the amount of funds estimated by the OWNER as available to finance the contract, the OWNER will award the contract to the lowest responsible bidder. The lowest responsible bidder will be determined upon the basis of the lowest base bid or lowest base bid combined with alternates (additive or deductive). If the contract is to be awarded based on the lowest base bid with alternates, alternates will be accepted in the numerical order in which they are listed in the Form of Bid.

17. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the

BID FOR UNIT PRICE CONTRACTS

Place _____

Date _____

Project No. _____

Proposal of _____ (hereinafter called
"Bidder")¹ a
corporation, organized and existing under the laws of the State of _____,
partnership, or an individual doing business as _____.

To the _____ Calhoun-Charleston Utility District (hereinafter called
"Owner")

The Bidder, in compliance with your invitation for bids for the construction of the Highway 163 Waterline, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 150 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of The Supplemental General Conditions.

¹ Insert corporation, partnership or individual as applicable.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between _____ the Calhoun-Charleston Utility District, herein called "Owner" and acting herein through its _____, and _____

STRIKE OUT (corporation) (a partnership)
INAPPLICABLE (an individual doing business as _____)
TERMS

of _____, County of _____, and State of _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows: Highway 163 Waterline. hereinafter called "the project", for the sum of _

Dollars (\$_____)

and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at this (its or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by CTI Engineers, Inc., herein entitled "the Architect/Engineer", and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 150 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3 of the Supplemental General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 3, "Payments to Contractor", of the Supplemental General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

NOTICE TO PROCEED

To: _____

Project Description: The site of the proposed work is Highway 163 Waterline. The project consists of the installation of 13,500 LF of 6-inch waterline.

You are hereby notified to commence work in accordance with the Contract dated , 20____, on or before _____, 20____, and you are to complete the work within 150 consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20____.

Dated this _____ day of _____, 20____.

Calhoun-Charleston Utility District
(Owner)

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____, this the _____ day of _____, 20____.

By _____

Name _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

Name and Address of Contractor

_____ of the State of _____,
a Corporation, a Partnership, or an Individual
the "Principal," and _____,

_____ the "Surety,"
Name and Address of Surety

are held and firmly bound unto the Calhoun-Charleston Utility District, the "Owner," existing
under and by virtue of the laws of the State of Tennessee, in the sum of _____
_____ (\$_____)

in lawful money of the United States, for the payment of which sum in lawful money of the
United States well and truly to be made we do hereby bind ourselves, our heirs, executors,
administrators, successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain
Contract with the Owner, dated as of the _____ day of _____, 20____
, which is by reference incorporated in and made a part hereof as fully as if copied here
verbatim, for the following work: Highway 163 Waterline project.

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the
terms and conditions of the Contract (which includes the Drawings, Specifications, and
Contract Documents) and such alterations as may be made in said contract as the documents
therein provide for, during the original term thereof and any extensions thereof which may be
granted by the Owner, with or without notice to Surety, and during the one-year warranty
period, and if Principal shall satisfy all claims and demands and shall indemnify and save
harmless the Owner against and from all costs, expenses, damages, injury, or conduct, want
of care, skill, negligence, or default, including compliance with performance guarantees and
patent infringement by the Principal, then this obligation shall be void; otherwise Principal and
Surety jointly and severally agree to pay to Owner any difference between the sum to which
the Principal would be entitled on completion of the contract and that which the Owner may
be obliged to pay for the completion of the work by contract or otherwise, together with any
damages, direct or indirect, or consequential, which Owner may sustain on account of such
work, or on account of the failure of the Principal to keep and execute all provisions of the
Contract.

Principal and Surety further bind themselves, their heirs, executors, administrators, and
assigns, jointly and severally, that if the Principal shall keep and perform its agreement to
repair or replace defective work or equipment during the warranty period of one (1) year as
provided, then this paragraph shall be void; but if default shall be made by Principal in the
performance of its contract to so repair or replace said work, then this paragraph shall be in