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August 13, 2019

VIA ELECTRONIC FILING

tpuc.docketroom@tn.gov

Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Petition of Cartwright Creek, LLC et seq.
Docket No. 19-00049

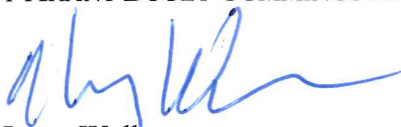
Please accept the attached documents for filing in the above-captioned docket.

The first document is the lowest bid received by Cartwright Creek for the repairs and upgrades at Grasslands as described more fully in the engineering report from the Inflo Design Group filed in Docket 19-00034. The second document is a contract with the Inflo Design Group who will oversee the contractor.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:


Henry Walker

SECTION 00 41 13

BID FORM

Submitted to: Cartwright Creek, LLC (Owner)

Project Title: **2019 Sewer Rehabilitation Project**

Submitted By: Insituform Technologies, LLC

(Bidder's Name)

17988 Edison Avenue

(Bidder's Address)

Chesterfield, Missouri 63005

1. The Bidder, in compliance with the Instructions to Bidders for the construction of the 2019 Sewer Rehabilitation Project, 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.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Information for Bidders. This Bid will remain subject to acceptance for sixty (60) days after receipt of bid. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within ten days after the date of Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - 3.1. Bidder has examined and carefully studied the Bidding Documents.
 - 3.2. Bidder is familiar with and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Equipment/Material.

3.3. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by the Owner is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work for which this Bid is submitted.

3.4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed persons, firm or corporation 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 person, firm or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

3.5. Bidder acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	August 6, 2019

4. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

5. The following documents are to be completed, submitted and made a part of this Bid:

5.1 Bid Schedule

6. Bidders must comply with all Requirements as specified in the Bidding Documents. Noncompliance with these documents will deem the Bidder to be non-responsive.

7. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form included in the Bidding Documents to construct the project as specified or indicated on the Bid Form for the Bid Price and within the Bid Times indicated in the Bid to the full and entire satisfaction of the Owner with a definite understanding that no charge will be allowed for extra work or materials except as set forth in the Contract Documents for the following prices:

8. Payment shall be made in accordance with the Agreement

BID SCHEDULE

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Price</u>
A	Lump Sum Sanitary Sewer Rehabilitation Construction Items				
	1. Project Mobilization and Erosion Control Establishment	1	LS	\$12,000 ⁰⁰	\$12,000 ⁰⁰
B	UNIT PRICE				
	1. 8-inch diameter sanitary sewer rehabilitation by Cured-in-Place Pipe lining	2,300	LF	\$59 ⁰⁰	\$135,700 ⁰⁰
	2. 15-inch diameter sanitary sewer rehabilitation by Cured-in-Place Pipe lining	1,400	LF	\$110 ⁰⁰	\$154,000 ⁰⁰
	3. 8-inch diameter sanitary sewer line post-rehab television inspection and testing or investigative CCTV	3,300	LF	\$2 ⁵⁰	\$8,250 ⁰⁰
	4. 15-inch diameter sanitary sewer line post-rehab television inspection and testing	1,400	LF	\$1 ⁵⁰	\$2,100 ⁰⁰
	5. 8-inch Sanitary service renewals by non-excavation trenchless lining cut and buff with lateral sealing	27	Each	\$2,100 ⁰⁰	\$56,700 ⁰⁰
	6. 15-inch Sanitary service renewals by non-excavation trenchless lining cut and buff with lateral sealing	6	Each	\$2,400 ⁰⁰	\$14,400 ⁰⁰
	7. Sanitary sewer service confirmation investigation for abandonment and non-re-instatement on inactive service openings	5	Each	\$210 ⁰⁰	\$1,050 ⁰⁰
	8. Installation of pre-liner	200	LF	\$1 ⁰⁰	\$200 ⁰⁰
	9. Directed heavy cleaning of 8-inch diameter sewer lines for large deposits of debris or heavy root growth	1,000	LF	\$3 ⁰⁰	\$3,000 ⁰⁰
	10. Directed heavy cleaning of 15-inch diameter sewer lines for large deposits of debris or heavy root growth	150	LF	\$5 ⁰⁰	\$750 ⁰⁰
	11. Sanitary sewer 4-foot ID manhole 0 to 6 feet in depth rehabilitation by cementitious lining and sealing, 1-inch thickness	20	Each	\$700 ⁰⁰	\$14,000 ⁰⁰

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Price</u>
	12. Additional payment for manhole rehabilitation greater than 6 feet by cementitious repair and sealing	80	VF	\$ 95 ⁰⁰	\$ 7,600 ⁰⁰
	13. Excavatable point repairs 0'- 6' in length	5	Each	\$ 4,200 ⁰⁰	\$ 21,000 ⁰⁰
	14. Pre-rehabilitation chemical grout sealing for manhole rehabilitation	20	Gallon	\$ 195 ⁰⁰	\$ 3,900 ⁰⁰
	15. Replace existing manhole casting with new standard watertight frame and cover	2	Each	\$ 1,000 ⁰⁰	\$ 2,000 ⁰⁰
	16. Surface restoration in non-pavement areas	10	Each	\$ 200 ⁰⁰	\$ 2,000 ⁰⁰
C	Allowances				
	1. Cash Allowance for Construction Items Ordered by Engineer	1	LS	\$ 20,000	\$ 20,000
	TOTAL BID: (Base Bid + Unit Price Items)				

TOTAL BASE BID AMOUNT: \$ 458,450⁰⁰
(Numerals)

TOTAL BASE BID AMOUNT IN WORDS: FOUR-HUNDRED FIFTY-EIGHT THOUSAND, SIX-HUNDRED FIFTY AND ^{NO}/₁₀₀ DOLLARS

BIDDER:

Insituform Technologies, LLC

(Contractor/Company/Business Name)

By:

Laura M. Andreski

(Signature)

Laura M. Andreski

(Printed Name)

Title: Contracting and Attesting Officer

Address: 17988 Edison Avenue

Chesterfield, Missouri 63005

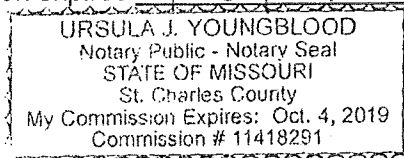
Phone: (636) 530-8000Federal Tax Identification Number: FEIN: 13-3032158Date: Type text hereSTATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

(SEAL)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Laura M. Andreski, officer, principal, and/or agent with authority to bind Insituform Technologies, LLC, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 9th day of August, 2019.

Ursula J. Youngblood
NOTARY PUBLIC

My commission expires 4 October 2019

(SEAL)

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. Should it be signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

NameAddressNA

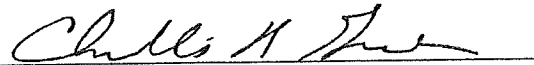
INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President

CARTWRIGHT CREEK UTILITY
2019 SEWER REHABILITATION PROJECT

ADDENDUM #1

The purpose of this addendum is to clarify questions raised during the bidding process. This addendum consists of:

- Questions posed and answers 1 page
- Revised Unit Price Bid Form and section 00 41 13 7 pages

A reminder is given that bids are due prior to 2:00 PM, CDT, August 9, 2019 at the offices of the Cartwright Creek – 6545 Cox Road, College Grove, TN 37046.

This addendum, dated August 6, 2019, shall be acknowledged in the bid form.

1. *Please confirm whether the liner thicknesses in specification section 33 01 40 are to be interpreted as "finished thicknesses"*

Yes. References to liner thicknesses are finished thicknesses.

2. *CIPP specification - Part 2.01 Materials, A., 3. – Solvent and styrene free. However, the resins listed are not styrene free. Can I get some clarification?*

Cartwright Creek has no specific requirements regarding styrene. All products and applications shall comply with applicable State and Federal requirements for CIPP products. In general, however, products acceptable in nearby Metro Water Services projects and City of Brentwood projects will be acceptable for this project.

3. *Can you give some clarification on where grouting for services would be needed (bid form items 8 and 9)?*

After consideration, the original pay items 8 and 9 for grouting have been removed from the bid form. This was included in an effort to obtain pricing for possible instances where flow might need to be attenuated in order to perform cured-in-place lining (lateral seals). In lieu of these items, the bid quantity for excavatable point repairs – bid item #15 - has been increased from 3 to 5.

4. *Please clarify intended sampling and testing regimen.*

The intention is to obtain at least one sample per CIPP delivery ("reefer truck").

5. *Please clarify insurance requirements.*

Insurance requirements are as spelled out in Section 00 73 00 of the specifications.



August 9, 2019

Bruce Meyer
Cartwright Creek, LLC
4565 Cox Road
College Grove, TN 37046

Dear Mr. Meyer,

We appreciate the opportunity to provide you with a proposal for construction phase services for the 2019 Cartwright Creek Sewer Rehabilitation Project. IDG will work with Cartwright Creek, LLC, and the contractor, Insituform Technologies, to implement the project's construction in conformance with the contract documents.

Tasks to be included in the construction phase services include:

1. Prepare contracts and conformed contract documents for execution.
2. Conduct preconstruction meeting and distribute minutes.
3. Review of project submittals.
4. Address questions / Requests for Information (RFIs) from the contractor during construction.
5. Perform periodic site visits to observe the status of construction and report to Cartwright Creek construction progress.
6. Review construction schedules.
7. Review construction quantities and requests for payment.
8. Address questions from homeowners that may arise during construction.
9. Coordinate sample testing and review submitted results.

Cartwright Creek Wastewater Collection System
2019 Sewer Rehabilitation Project Construction Phase Services
August 9, 2019

10. Review post-construction CCTV of the improvements.
11. Conduct a final walkthrough of the project when complete and prepare a final punchlist to be addressed prior to Final Completion.
12. Provide closeout documentation to Cartwright Creek, LLC, for the project.

We propose to provide this work for on a time and materials basis at a rate of \$165 per hour. Because it is not currently known precisely how much of a presence IDG will need to have during construction, we suggest establishing a budget of \$35,000 for these services to be invoiced monthly. IDG will provide you with a monthly report summarizing the progress of construction and the status of our budget. If you have any questions or if you would like to revise any aspect of this proposal, please let me know.

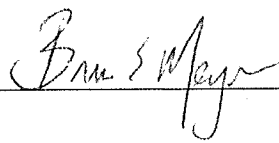
Sincerely,

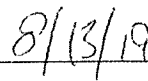
Inflo Design Group, LLC



Kevin Colvett, Project Manager

Proposal accepted by:

 OPS MGR
Signature


Date