



**ADDENDUM NUMBER ONE  
FOR CONTRACT FY2014-103**

**DATE:** February 6, 2014

**TO:** ALL BIDDERS OF RECORD

**BID FOR:** **Electric Power Line Construction and Maintenance Project**

This addendum forms a part of and modifies the "INVITATION TO BID AND INSTRUCTIONS FOR BIDDERS" package for the above item scheduled to open February 14, 2014 at 10:00 a.m., local time at the City of Oak Ridge, Central Services Complex, 100 Woodbury Lane, Oak Ridge, Tennessee.

**ITEM 1 – Invitation to Bid and Instructions to Bidders**

The following changes have been made:

1. FY2014-103 Invitation to Bid, Page 1 of 3 – Discrepancies – last sentence shall now read:

All questions must be submitted to Lyn Majeski no later than 8:00 a.m. (local time) February 10, 2014 in order to give sufficient time for responses to be sent to all prospective bidders.

2. FY2014-103 Invitation to Bid, Page 2 of 3 – Experience – Personnel – title shall now read:

Experience – Personnel and Equipment

3. FY2014-103 Contract, Page 3 of 8 - Footer shall now read:

FY2014-103 Contract  
Page 3 of 8

4. FY2014-103 Contract, Page 3 of 8 - ARTICLE 7 - Payment shall now read:

The total cost of performance and completion of all work under this Contract shall not exceed \$\_\_\_\_\_, without further written authorization by the City to exceed such amount. The Contractor shall submit invoices to the City at the end of each month for work performed under this Contract during such month and will attach to such invoices a copy of the time sheet, to be provided by the City, showing the name and classification of each employee of the Contractor and the number of hours worked by each employee and equipment used by hours and type. The Contractor shall furnish such additional information as the City may reasonably require to verify such

invoices. Within thirty (30) days of the receipt of such invoice, the City will pay the Contractor for work covered by such invoices and satisfactorily completed in accordance with this Contract.

## **ITEM 2 – Questions, Comments and Requests for Clarification received from Bidders**

1. Question: Can the Bid Excel Spreadsheet be updated/fixed? It is not giving a final total.  
Answer: Yes, the revised spreadsheet will be added as an attachment to this addendum.
2. Question: Are the estimated man hours in the Bid Form/Spreadsheet for all 3 (three) years of the contract?  
Answer: Yes, estimated 3 (three) years of labor and equipment hours.
3. Question: Do you have to fill in a price for all categories on the Bid Form/Spreadsheet?  
Answer: Yes, a price needs to be submitted for every line item.
4. Question: Can the Bonds be 25% of the total 3 (three) year price but with annual contract renewals?  
Answer: No, the bond needs to cover the contract term of three (3) years.
5. Question: Is there any cost associated with getting a DOE (Department of Energy) badge?  
Answer: No, not at the present time.
6. Question: Can the questionnaire part of the bid form be sent out as a word document to fill in versus the pdf file?  
Answer: No, however, you do not have to handwrite your responses on pages 8 and 9 of the Bid Form. You may attach your answers on a separate sheet if you prefer.
7. Question: What permits are required?  
Answer: TDOT requires a contractor to have a permit to work on State Highways. Also, prior to digging the contractor will need to make their own Tennessee One Call to 811. Other typical permits may be required as well.
8. Question: Article 22 – Fuel Escalation states unleaded fuel, does this apply to diesel? And if so, at what price per gallon would it go into effect for diesel?  
Answer: The “fuel escalation” is a per hourly surcharge which the contractor may be allowed to apply to all engine-related equipment, whether gasoline or diesel fueled. The surcharge is calculated based only on the cost of unleaded fuel. The City has the right to end the surcharge after four months if the price of unleaded fuel decreases.
9. Question: How many crews before a general foreman is paid?  
Answer: A general foreman will not be paid unless such position is required to be on-site by the City, regardless of the number of crews assigned.

10. Question: What is a work week?

Answer: A work week is Monday through Friday, eight (8) hours a day. The City will seek to accommodate other schedules, but makes no such promise of accommodation. Also, the City does not work holidays unless there is an emergency.

11. Question: Are contractor vehicles provided parking?

Answer: The City does not commit to providing a place to park contractor equipment. Frequently space is available and provided but no guarantee is implied and equipment may have to be removed with little or no notice.

12. Question: With what frequency do time sheets need to be turned in?

Answer: Daily, if possible.

13. Question: How do you prefer contact with the City during working hours?

Answer: A City radio will be provided.

14. Question: Contract (Rental) line workers follow whose safety rules, contractor's or the City's?

Answer: Contract (Rental) line workers must follow the more restrictive safety rules whether it be the contractor or the City. They will attend the City's monthly Safety meetings. The City will not require any worker to violate a documented safety policy.

15. Question: Has any contract (rental) lineman working under the City's supervision ever been hurt?

Answer: No.

16. Question: Do our personnel need to be cross-trained between overhead and underground crews?

Answer: Underground can be only underground but overhead needs to be able to do both overhead and basic underground. Basic underground consists of items such as installing and removing elbows, construction of riser poles, etc.

17. Question: On the fiber optic cable work does the contractor do the splicing or someone else?

Answer: The splicing is not part of this bid request. The splicing will be done by others. Also, in regards to fiber optic cable submit any fiber optic cable experience along with requirements listing on Page 5 of 12, FY2014-103 Specifications 7.0 A.

18. Question: If third party traffic control is needed, i.e., Police, who pays for that?

Answer: The City will cover costs with prior approval.

19. Question: How does the city pay for delivery of any special equipment needed?

Answer: The City will pay for time for road travel – to and from.

20. Question: Does it present a problem if the rental linemen are non-union?

Answer: No, the City is nonunion.

21. Question: Is the contractor allowed to subcontract and if so, do they invoice the City?

Answer: The contractor is allowed to subcontract but must have pre-approval by the City. The subcontractor must bill the contractor. Only the contractor is allowed to invoice the City.

22. Question: Does the serving agent on the Labor and Material Bond need to be an executive officer of the City? How would the insuring agent be notified if there was a claim? What if the person listed on the Bond leaves the City who would pay for the bond to be reissued?

Answer: The bond form will be amended when sent to the successful bidder to change the name of "Tom Beehan" to "Mayor of the City of Oak Ridge, Tennessee". The insuring agent would be notified by the City upon the City's service of process. In the event the successful bidder's surety has an objection to a city executive being named on the bond, the successful bidder can notify the city of such and an accommodation can be made between the city and the surety regarding the bond form.

1. Comment: In the contract, Article 4 page 19 – Inspections and Defective Work talks about correction of defective work and is essentially a warranty clause. The clause does not state the warranty period. Please confirm the warranty period.

Response: The paragraph refers to correction of work that is performed at below craftsman quality levels. It requires that if the City finds the contractor has performed substandard work, he is required to correct it at no cost. It does not have a specific timeline, but says the City will act with "reasonable promptness."

It is expected that all bidders read the contract document and specifications prior to submitting their bid. The information provided in this addendum along with the contract document and specifications provides each potential bidder the same information to submit their bid.

**\*\*\*\*\* Acknowledge receipt of this addendum when you submit your bid \*\*\*\*\***