



**Power Transformer Procurement & Assembly  
City of Oak Ridge Electric Dept  
South Horizon Center Substation**

Contract No: FY2023-064  
Date: Jan. 9, 2023  
Rev.: 00

# **SOUTH HORIZON CENTER SUBSTATION**

## **POWER TRANSFORMER PROCUREMENT & ASSEMBLY**

**CONTRACT NO. FY2023-064**

**CITY OF OAK RIDGE ELECTRIC DEPT  
Oak Ridge, Tennessee**

Prepared by:  
**Patterson & Dewar Engineers**  
P. Anthony Hanson  
TN PE License # 22642

**SECTION 00 11 16  
INVITATION TO BID**

**1.01 PROJECT INFORMATION**

- A. Notice to Bidders: Bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders. Contractor's proposal shall include Contractor's plans for completing the project referencing the attached drawings and specifications. The proposal shall state compliance with the drawings, specifications and general conditions provided in the contract. Any exceptions shall be clearly stated in Section 00 45 05.
- B. Project Description: Furnishing the following equipment (Goods). The contract generally consists of furnishing Goods with 5-year warranty, one set of spare parts, delivery to the Point of Destination, testing, offloading and assembling Goods, and certification that Goods are ready for energizing (Work).
1. Bid Item A: One 161-69kV 45/60/75//84 MVA power transformer without LTC
  2. Bid Item B: Two 161-13.09kV 20/26.6/33.3//37.1 MVA power transformers with LTC
- C. Point of Destination:
1. South Horizon Center Substation – Near intersection of Hwy 58 and Hwy 95, Oak Ridge, TN 37830
- D. Owner: City of Oak Ridge Electric Dept.
1. Owner's Representative: Ardo Ba  
100 Woodbury Lane, Oak Ridge, TN 37830  
Phone: (865) 425-1818 Email: [Aba@oakridgetn.gov](mailto:Aba@oakridgetn.gov)
- E. Engineer: Patterson and Dewar Engineers, Inc.
1. Engineer's Representative: Anthony Hanson, PE  
1531 Hunt Club Blvd, Suite 200, Gallatin, TN 37066  
Phone: (615) 527-7077, Email: [ahanson@pdengineers.com](mailto:ahanson@pdengineers.com)

**1.02 BID DOCUMENTS AND QUESTIONS**

- A. One electronic set of Bidding Documents may be obtained by emailing [vcrawford@pdengineers.com](mailto:vcrawford@pdengineers.com).
- B. If Bidder requires additional information or is in doubt as to the meaning of any part of the Contract documents, Bidder may telephone or email a written request for such information or clarification to the Engineer at the address above. For questions to be answered, they must be received at least five (5) days prior to the Bid due date. Addenda may be issued as deemed necessary by Owner.
- C. Engineer will answer all matters pertaining to the project, including but not limited to, answering technical questions of prospective bidders, bid evaluation and recommendation, review and approval of fabrication drawings and similar documents, and approval of invoices prior to payment by Owner.

**1.03 BID SUBMITTAL AND OPENING**

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows
1. Bid Date: **February 15, 2023**
  2. Bid Time: **2:00 pm, local time.**
  3. Location: **City of Oak Ridge**  
**ATTN: Lyn Majeski, Materials Management**  
**100 Woodbury Lane, Oak Ridge, TN 37830** (Use for overnight/hand-delivery)  
**P.O. Box 1, Oak Ridge, TN 37831** (Use for mail delivery)
- B. Proposals must be clearly marked as bids and include “**Bid for South Horizon Center Substation**” on the exterior of the mailing package.
- C. Electronic submittal of proposals is prohibited.
- D. No bidder may withdraw a bid for a period of sixty (60) days after the date set for opening of bids.
- E. Owner invites cost saving and schedule improving alternatives. Bidder shall first complete the Bid as issued by Owner; Bidder may then submit the alternatives referenced to the base proposal. Alternatives will NOT be considered without a complete and responsive base bid. If Bidder recommends any changes or deviations from the documents, Bidder shall describe the change fully and furnish complete information so that Owner can make a decision based upon the alternative information provided.
- F. Bidder shall clearly state all exceptions to this specification. Unless specifically stated otherwise, Bidder shall furnish equipment, material and services in exact accordance with this specification, and any modifications to equipment, material and services necessary to comply with this specification shall be made by Bidder at no additional cost to Owner.
- G. The cost to furnish any and all prints, drawings, diagrams, instruction manuals, cut sheets, AutoCAD electronic files, reports, and certified test reports shall be included in the bid price and shall not be listed as a separate item.
- H. All requested options, devices, and equipment are required and expected per the specifications, and the cost to furnish fully operational equipment with explanatory documentation shall be included in the bid price and shall not be listed as separate items.

**1.04 TIME OF COMPLETION**

- A. Bidder shall begin the Work on receipt of the Notice to Award.
- B. Deliver Goods FOB Point of Destination by **August 15, 2024**. Quoted prices shall be FOB Point of Destination to the transformer pad at the substation site. Freight shall be allowed and pre-paid. Bidder has the responsibility of Goods during shipment. Title to the Goods and risk of loss or damage shall remain with Bidder until the transformer is erected in acceptable condition at the substation site.
1. Bids should include Bidder's best delivery date that is as close as possible to the requested delivery time.
- C. Bidder is responsible for delivering and offloading onto Owner-furnished pad. Offloading and assembly shall be completed **within 30 calendar days** after Owner's written notice following acceptance of each respective delivery of Goods.

- D. Bidder is responsible for visiting Point of Destination to confirm accessibility **prior to submitting a bid**. Owner will not consider adjustments to the Contract Price after award due to Bidder's failure to recognize the conditions under which Work is to be performed.

#### **1.05 LIQUIDATED DAMAGES**

- A. Bidder and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 1.04 above, plus any extensions thereof allowed in accordance with the Contract. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty):
1. If Bidder fails to deliver the Goods on or before the respective delivery date specified herein, Owner may choose to invoke a liquidated damages charge of **\$500.00** for each calendar day that the Goods are delayed. Liquidated damages will be limited to ten percent of the amount of the contract. This charge will be assessed to Bidder when the delay is caused by any reason other than an act of God, Owner, embargo or other governmental act or authority regulation or request, fire, theft, pandemic, accident, strike, war, or riot. The time of delivery shall include the time for drawing approval.
  2. Completion of Remaining Work: After delivery, if Bidder shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Bidder shall pay Owner **\$500.00** for each calendar day that expires after such time until the Work is completed and ready for final payment.

#### **1.06 BIDDER'S QUALIFICATIONS**

- A. Bidders must be licensed contractors as required by the Tennessee Contractor Licensing Act of 1976 (TCA Title 62, ch.6).
- B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.
- C. A Performance Bond, a separate Labor and Material Payment Bond will be required of the successful Bidder. **The required Labor and Material Payment Bond shall include coverage for Owner-Furnished Material in addition to Contractor-Furnished Material and Labor.**
- D. A Certificate of Insurance in a form acceptable to Owner will be required of the successful Bidder. (Required minimum coverage limits are listed in Supplementary Conditions, Section 00 73 00).

#### **1.07 CONTRACT AWARD**

- A. Owner reserves the right to reject any or all bids and to waive any informality in bids. Furthermore, Owner reserves the right to award the project to the best evaluated bid as determined by Owner and Engineer.
- B. Owner **will award contract for either Bid Item A or Bid Item B (not both).**

END OF DOCUMENT 00 11 16