

ADDENDUM NO. 1

Date: April 1, 2024

TO THE CONTRACT DOCUMENTS for the construction of
**City of LaFollette 2022 CDBG Emergency Services Improvements Project No. 15183:
E-911 Center Improvements**

To All Plan holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of **2022 CDBG Emergency Services Improvements Project No. 15183: E-911 Center Improvements**, as fully and completely as if the same were fully set forth therein:

PART 1, PROCUREMENT REQUIREMENTS

- A. The bid opening date has been postponed to Thursday, April 4th, at 2pm. Replace the attached sections with the correct dates.

PART 2, TECHNICAL SPECIFICATIONS

- A. Replace the wage rate table in Section 004343 with the attached updated Wage Rates.

PART 3, DRAWINGS

- A. No revisions.

PART 4, QUESTIONS/CLARIFICATIONS:

- A. No Questions.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

BIDDER/PROPOSER _____

AUTHORIZED SIGNATURE _____

DATE _____

END OF ADDENDUM NO. 1

**SECTION 001113
ADVERTISEMENT FOR BIDS**

The City of LaFollette will receive sealed bids for construction of the **2022 CDBG Project for Emergency Services Improvements** project until 2:00 PM, local time on April 4, 2024. Bids will be received by Mr. Stan Foust, City Administrator at the office of City of LaFollette, 207 S. Tennessee Avenue, LaFollette TN 37766 at which time the bids will be publicly opened and read aloud. Late bids will not be accepted nor returned. The project will generally consist of the following: Renovations to the former jail area at 207 S. Tennessee Ave. to new facilities for the E-911 operations.

The Bidding Documents, including the Information for Bidders, Bid Form, Agreement, Plans, and Forms of Bid Bond, Performance and Payment Bonds, and other Contract documents may be examined at the following locations: (1) Ardurra, 2160 Lakeside Centre Way, Suite 201, Knoxville, TN 37922, (2) City of LaFollette, 207 S. Tennessee Avenue, LaFollette TN 37766, (3) Knoxville Builders' Exchange, 300 Clark Street, Knoxville, TN 37921, and (4) Dodge Construction Central, www.construction.com, Customer Service 1-877-784-9556.

Copies of the Bidding Documents may be obtained by prospective bidders at the office of Ardurra, 2160 Lakeside Centre Way, Suite 201, Knoxville, TN 37922 (865-690-6419). The cost is \$100 per set, with checks made out to Ardurra Group, Inc. The cost of the documents is non-refundable. No individual copies of drawings or specifications sections will be available for purchase.

The Owner reserves the right to waive any informalities and to reject any or all bids.

Each Bidder must deposit with their bid, security in the amount of five percent (5%) of the amount bid, and subject to the conditions provided in the Information for Bidders.

All Bidders must be licensed contractors in the State of Tennessee as required by the Contractors Licensing Act of 1994 and related amendments thereto, with all bid submittals conforming to the State of Tennessee requirements. Reference is made to the Information for Bidders contained in the Contract Documents for further bidding information.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

No Bidder may withdraw their bid within sixty (60) days after the actual date of the opening thereof.

Clifford Jennings
Mayor

**DOCUMENT 004100
BID FORM**

Project: 2022 CDBG
LaFollette Emergency Services Improvements
207 S. Tennessee Avenue
LaFollette, Tennessee 37766

Bid Opening Date: April 4th, 2024 at 2:00 PM, local time

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Owner in the form included in the bidding documents to perform all work as specified or indicated in the contract documents for the prices and within the time indicated in this bid and in accordance with the other terms and conditions of these documents.

The Bidder accepts all terms and conditions contained in the contract documents, including the furnishing of a bid security as called for in the bidding information. The bid will remain subject to acceptance for a period of 60 days after the bid opening or for a longer period of time if agreeable to both parties in writing.

In submitting this bid, the Bidder represents the following as set forth in the Agreement:

- A. Bidder has examined and carefully studied the contract documents, other related data referenced in the documents, and the following addenda, receipt of which is hereby acknowledged:

Addendum No. _____ Addendum Date _____

Addendum No. _____ Addendum Date _____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost(s), progress and the performance of the work;
- C. Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost(s), progress and the performance of work;
- D. Bidder has obtained and carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface features at or contiguous to the site including underground utilities.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, exploration tests, studies and data concerning the conditions (surface and subsurface) at or contiguous to the Site which may affect cost, progress or performance of Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be used by the Bidder, including applying specific means, methods, techniques, sequences and procedures of construction expressly required by the contract documents to be used by the Bidder, and safety precautions and programs incident thereto;

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for the performance of the work at the price(s) and within the times and in accordance with the other terms and conditions of the contract documents;
- G. Bidder is aware of the general nature of the work to be performed by the Owner and others at the site that relates to the work as indicated in Section 01010, Summary of Work;
- H. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents, and all additional examinations, investigations, explorations, tests, studies and data with the contract documents;
- I. Bidder has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents, and the written resolution thereof by the Engineer is acceptable to the Bidder;
- J. The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual entity 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 individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

The Bidder acknowledges and accepts the Owner's right to waive any and all bid requirements and formalities.

Bidder will complete the work in accordance with the contract documents for the following compensation:

ITEM NO.	DESCRIPTION	LUMP SUM AMOUNT
1.0	RENOVATIONS TO 207 S. TENNESSEE AVE: Lump sum item includes demolition and removal of jail area and building components; construction of new E-911 facilities including structural, architectural, mechanical, plumbing, electric, and all other work necessary for a complete E-911 facility as shown on the plans and specified herein.	\$ _____

TOTAL BASE BID \$ _____

(Use Words _____)

Note: Unit prices for the following pay items must be provided by the bidder. These Bid Items

are pays items for Work which may or may not be required during the course of the Contract. These unit prices are for changes in the work including changes necessitated by unforeseen site conditions requiring the addition of work beyond that included in the lump sum bid. These Bid Items only will be used at the sole discretion of the OWNER for changes in the Work.

DEDUCTIVE ALTERNATES		
DEDUCT NO.	DESCRIPTION	LUMP SUM AMOUNT
1	In Lieu of Pre-Action Fire Suppression System: Provide standard NFPA-13 sprinkler heads and plumbing connected to existing sprinkler system	

All applicable taxes shall be included in Bid.

AWARD OF CONTRACT

It is the intent of the OWNER that the Contract will be awarded to the Bidder having proposed the lowest responsible bid within the amount of funds available to the OWNER. Deductive Alternatives and/or equipment substitutions may be used to reduce the cost to the extent necessary to come within the available funds. The Deductive Alternates, if used, are listed in order of priority.

Bidder agrees that the work will be complete and ready for final payment in accordance with the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the time specified in the Agreement. The terms used in this bid with the initial capital letters have the meanings indicated in the General Conditions and Supplementary Conditions.

Submitted on this _____ day of _____, 20__.

State of Tennessee Contractor License No. _____;

Classification _____; Expiration Date _____

Corporation

Name: _____

State of Incorporation: _____

Type (Corporation, Partnership, Limited Liability Corporation): _____

By:

(Signature of Authorized Agent - Attach Evidence of Authority)

Name (Type or Print) _____ Title _____

(Corporate Seal, if applicable)

Attest _____
(Signature of Corporate Secretary, if applicable)

Business _____ Address _____

—
Phone Number _____ Fax Number _____

Special Note: In the event of a joint Venture Submittal, each joint venturer must sign.

END OF SECTION

"General Decision Number: TN20240195 03/22/2024

Superseded General Decision Number: TN20230195

State: Tennessee

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

Counties: Campbell and Grainger Counties in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/22/2024

ASBE0086-002 03/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.27	17.72

ELEC0270-002 06/01/2021

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 32.96	11%+8.10

ELEC0760-001 06/01/2022

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 27.25	13.98

ENGI0917-004 05/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 28.26	10.10

IRON0492-001 05/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.53	17.40
IRONWORKER, REINFORCING.....	\$ 32.53	17.40

LAB00818-005 05/01/2021

	Rates	Fringes
LABORER (Pipelayer).....	\$ 21.45	8.06

PLUM0102-001 05/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 33.51	15.70

* SHEE0005-002 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (SIDING (METAL/ALUMINUM/VINYL)).....	\$ 34.37	13.33

* SHEE0005-003 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 34.37	13.33

TEAM0519-001 05/01/2021

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 24.81	8.10

* UAVG-TN-0001 01/01/2024

	Rates	Fringes
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 34.41	13.58

* SUTN2017-048 04/16/2021

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 20.03	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.67	4.11
IRONWORKER, STRUCTURAL.....	\$ 18.30	0.00
LABORER DEMOLITION.....	\$ 16.74 **	0.00
LABORER GRADE CHECKER.....	\$ 13.01 **	0.00
LABORER: Common or General.....	\$ 12.69 **	1.78
LABORER: Mason Tender - Brick...	\$ 13.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.77	9.75
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.84 **	0.00
OPERATOR: Bulldozer.....	\$ 28.52	9.75
OPERATOR: Drill.....	\$ 26.50	4.76
OPERATOR: Forklift.....	\$ 15.00 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.70 **	0.00
OPERATOR: Roller.....	\$ 14.35 **	0.00
PAINTER (Brush and Roller).....	\$ 19.31	10.15
PLUMBER.....	\$ 21.63	7.16

ROOFER.....	\$ 16.29 **	0.00
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....		
	\$ 24.19	7.52
TILE FINISHER.....	\$ 14.00 **	0.00
TILE SETTER.....	\$ 19.65	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"