

**ADDENDUM NO. 1**

DATE: May 23, 2019  
TO: All Potential Bidders  
FROM: Julie Smith Maxwell, Procurement Specialist  
SUBJECT: Addendum No. 1 – Mowing and Maintenance Services  
TDOT Controlled Access Sites along I-40  
and James White Parkway  
BIDS TO BE OPENED: June 6, 2019, at 11:00:00 a.m. Eastern Time



This addendum is being published to include additional information regarding the above-referenced Evaluated Invitation to Bid. This addendum becomes a part of the Contract Document and modifies the original specifications as noted.

1. Bidders shall submit five copies (one (1) original with inked signature and four (4) duplicates) of their sealed bid submission.
2. The City of Knoxville hereby adds additional clause:

**Liquidated Damages.** The City and the Contractor mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this Agreement is a detriment to City services and the public. Therefore, the Contractor agrees to credit the City for deficiencies not remedied or for failure to complete work as assigned. Failure to complete a cycle within the required 3-week (21-day) period will result in liquidated damages being assessed, beginning on Day 22. Liquidated damages in the amount of \$100.00 per day will be assessed for delinquent work until completion of the cycle or unless an extension has been granted. Requests for extensions must be submitted in writing to the Contract Manager and may be granted due to inclement weather or extenuating circumstances. Requests for extension will ONLY be approved by the Contract Manager or designee.

**Damages to City Property.** Repairs of any damage to City property caused by the Contractor shall be the Contractor's responsibility. The City will determine the amount of repairs and either request the Contractor make the repairs or will facilitate the repair and request reimbursement from the Contract. Reimbursement may be withheld from the following invoice Contractor submits for payment.

**END OF ADDENDUM NO. 1**