

## ADDENDUM NO. 1

DATE: December 5, 2019

TO: All Bidders

FROM: Penny Owens, Assistant Purchasing Agent

SUBJECT: Addendum No. 1 – 2020 On-Call Sidewalk Replacement Project

BIDS TO BE OPENED: December 10, 2019, at 11:00 a.m. (Eastern)

This addendum becomes a part of the Contract Document and modifies the original specifications as noted.

### **Changes to the Contract Documents and Specifications:**

#### Bid Proposal

An excel document of the bid proposal is being made available. The Contractor may use this to fill out their bid, but is responsible for verifying all math is correct.

#### Price Escalation

At the mutual approval of the City of Knoxville and the Contractor after a year, the following price escalation will be considered:

Following completion of the first base one-year term and any renewal terms thereof, the bidder may adjust the unit prices in accordance with the increase or decrease, if any, in the Producer Price Index (PPI), using as a basis of such adjustment the “Non-metallic mineral products-South region ready-mix concrete, not seasonally adjusted – WPU133330101C” (“Index”) for the month prior to the term expiration, published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 5%. The new rate for each year will be calculated as per the following example:

PPI for current period (Month of X Index):	134.0
-PPI for previous period (Prior Month of X Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior 6-month Index (129.9) = 0.032 x 100 = 3.2% index change

3.2% index change x current Unit Price = Price Increase + Current Unit Price = New Unit Price

The City also may adjust the contract downward if the PPI index decreases, the maximum annual decrease shall not exceed 5% from the date of the last increase in the unit price. The increase in the unit prices may occur after Contractor has given the City written notice of such change and receives written approval of the calculation from the City's Contract Manager.

### **Clarification of Contract Documents and Specifications:**

The following are responses to questions received from potential bidders:

#### **Questions**

1. Q: Is the contractor limited on working hours?

A: The Contractor shall work between 7am and 7pm unless otherwise approved by the engineer.

2. Q: It appeared that a few of the sidewalk have already been repaired, and recently. What is expected at these sites? And how will we know what to replace?

A: The sites are returned work orders and the list was not fully screened prior to bidding. If the work has already been completed, the Contractor would skip this site. At the time of execution, the Engineer and Inspector will determine the limits of work at each site.

3. Q: 200 Pearl Place (along the Alexander Street side of the property) – this one also appeared to be recently repaired. However, the Stewart side looked rough. Do you think the scope meant to include the sidewalk on that side? If so, using a quick measurement, it seems like it is going to be a lot more than 700 SF of replaced sidewalk.

A: See answer above.

4. Q: Is there a limit to how many of the sites we can start at one time?

A: There is not a limit on the number of sites the Contractor can start, but they will only be allowed 7 consecutive days to demolish and replace any section of sidewalk or driveway, as listed in the special conditions.

5. Q: 1129 Gratz Street – Am I understanding correctly that, if a retaining wall falls while the contractor is working, the contractor is responsible for replacing it and cannot include that in the billing for the project? If that is the case, this project makes me very nervous. The retaining wall is in terrible shape and very close to falling down on its own. And, the sidewalk directly abuts it. I'm not sure how keeping it in tact is even possible. Also, the note said to move the sidewalk towards the roadway. Does this mean that we need to place a grass strip between the sidewalk and the falling retaining wall?

A: The City has successfully replaced sidewalk next to leaning retaining walls before and has a methodology that will be worked out in the field between the City and the Contractor.

6. Q: 2343 Washington Avenue – the note said “retaining wall behind existing sidewalk.” Does that mean to tear it out and replace the retaining wall with a new one?

A: The notes is intended as a caution, the Contractor shall avoid the retaining wall. See answer above.

7. Q: I'm having trouble understanding the on-call portion and how this works. What is the cap to the number of sites? Does the project stop when the total amount of the contract is spent?

A: The project is called on-call because we have not yet identified all of the sidewalk to be replaced. There is not a cap to the number of sites, the project will stop for the initial contract when the total contract amount has been spent. The minimum size of the new sites to be determined is 200 SF, as noted in the special conditions. Once the initial contact amount has been spent, there is a potential for a second year renewal, if both parties agree.

**END OF ADDENDUM NO. 1**