

## ADDENDUM NO. 1

DATE: March 2, 2020

TO: All Bidders

FROM: Penny Owens, Purchasing Agent

SUBJECT: Addendum No. 1 –Citywide Streetlighting & High Mast Maintenance

BIDS TO BE OPENED: **March 4, 2020, at 11:00:00 a.m. Eastern Time**

This addendum is being published to address questions on the above referenced Invitation to Bid. This addendum becomes a part of the Contract Documents and modifies the original specifications as noted.

**Question #1:** The City of Knoxville Street Lighting Standards do not include specifications for a high mast base and there is no line item on the Evaluated Bid Form to apply a cost. Is this situation to be handled with a different method?

Response: The City anticipates that the installation of new high-mast foundations would be handled as a separate bid outside of the City's annual maintenance contract.

**Question #2:** The Evaluated Bid Form #714-08.20 asks for pricing for "Foundation (Only) for Light Standard". The Lighting Standard provides specifications for (2) types of foundations. For which will the pricing be necessary?

Response: Pay Item 714-08.20 "Foundation (Only) for Light Standard" has been revised to "Foundation (Only) for Light Standard, Concrete Foundation" and corresponds to standard detail #9 in Exhibit D. Pay item 714-08.21 "Foundation (Only) for Light Standard, Shallow Concrete Foundation" has been added to the Revised Evaluated Bid Form and corresponds to standard detail #10 in Exhibit D. **Bidders MUST use Revised Evaluated Bid Form that immediately follows this Addendum.**

**Question #3:** The Evaluated Bid Form #13.20 asks for pricing for "Concrete Sidewalk". What is the specification for thickness of the sidewalk?

Response: The depth of sidewalk per the City of Knoxville Standard Detail for Concrete Sidewalks (COK-6) is 4". The sidewalk shall have a 2" aggregate base per the standard detail. The standard detail can be found on the City website.

**Question #4:** The Evaluated Bid Form #64 and #65 asks for pricing for up to 15T Carry Deck and over 15T Carry Deck. Is it possible that these were supposed to be 115 Ton? The reason I ask is because 15T is a very small crane.

Response: See the attached, revised bid form for corrections. Line 64 now indicates up to 110 Ton

Hydraulic Carry Deck and Line 65 now indicates over 110 Ton Hydraulic Carry Deck.

**Question #5:** What is the previous maintenance spend for the City of Knoxville on lights?

Response: The City's spend to date on the current contract, which began May 19, 2020, is approximately \$918,000.

**Question #6:** How long are the new streetlights under warranty?

Response: The new streetlights are under labor warranty through September 2021.

**Question #7:** How much inventory is your current Contractor keeping on their site for the City and how much space is required?

Response: Our current inventory includes 141 poles, 152 fixtures, and 176 arms. They use two to three 40-foot size Conex boxes for the inventory plus space in their laydown yard for the poles.

**Question #8:** This project is going to require a lot of "start-up" costs and the dedication of a member of staff for the duration of the contract to act as a steward of sorts, i.e. handle communications, inspections, management etc. There is no item for this on the bid form. I was wondering if this could be revised into it; I want to offer the best unit pricing I can, and otherwise I'll have to roll these costs into the other units. Any information will be helpful.

Response: The City would expect the hours for this to be built into the overhead.

**Question #9:** What would the size of the Foundations for the light standard be? Item 714-08.20

Response: Refer to Standard Detail #9 (page 29 of 40) in Exhibit D – City of Knoxville Street Lighting Standards.

**Question #10:** Are there drawings for the pole bases?

Response: Construction Details 8, 9, and 10 and TDOT Drawing T-L-1 represent typical streetlight foundations.

**Question #11:** What would the size be of the foundations to be removed? Item 714-08.31

Response: Refer to section 13.c.iii on page SC-31. The top of the foundation shall be demolished 6" below existing grade and filled with compacted soil and topping disturbed area with seed/straw.

**Question #12:** Should the foundation be completely removed or demo below grade?

Response: Refer to section 13.c.iii on page SC-31. The top of the foundation shall be demolished 6" below existing grade and filled with compacted soil and topping disturbed area with seed/straw.

**Question #13:** Since the bid is to be prepared as unit pricing, what amount should we base our bid bond

upon?

Response: No bid bond will be required – the requirement for a bid bond is hereby deleted.

**Question #14:** Page BD-21.0-1 – What is the projected NTE amount? If not known, at what point will it be determined?

Response: The projected not to exceed contract amount per year is \$1,000,000.

**Question #15:** Page GC-5, Paragraph 6.1 – How is this paragraph to be utilized in conjunction with the Unit Pricing?

Response: Section 13 on SC-26 shall govern over the general conditions.

**Question #16:** Page GC-6, Paragraph 7.2 – What type of testing is anticipated for this work?

Response: No testing will be required.

**Question #17:** Page GC-9, Paragraph 11.6 – Is restoration of buildings, bridges, fencing, etc. in the case of negligence or for any situation that might occur?

Response: The contractor shall make any repairs at their cost for any damages that occur as a result of their work.

**Question #18:** Page GC-20, Paragraph 28.3 – Can you provide an example where this might be necessary?

Response: Special Condition Section 4 on page SC-22 shall govern over this General Condition.

**Question #19:** City of Knoxville Street Lighting Standards – Specifications for High Mast structure – Who is responsible to obtain the engineered foundation design?

Response: New high mast installations will be bid out as separate projects to obtain proper Engineer designed documents.

**Question #20:** Page BD-21 and 21-1 - The Contract Agreement stipulates there will be a “not to exceed” sum applied to the contract. What will happen if the contract sum is reached before the end of the term?

Response: Should the City find the NTE not enough to cover all required projects, we would request an amendment to the contract to increase the NTE and require City Council approval of the increase.

**Question #21:** Page GC-4, Paragraph 3.2 – This article stipulates a schedule will have to be submitted before payment is received. With orders coming on a daily basis, what kind of schedule is expected and to whom is it to be submitted?

Response: Being that this is an on-call type contract, a set schedule really does not apply. The City of Knoxville has service call history starting in February 2019 through February 2020. Since that time (approximately 12 months), there have been a total of **2,470** Service Requests sent for action to our streetlight contractors. Of this total, approximately **30-40% are calls related to one-off bulb outages** (I'm still working on these percentages), which have declined dramatically in number now that the City's LED retrofit is complete. However, the City does not have an explicit forecast on anticipated service request volume for the performance period of this contract.

**Question #22:** Page GC-9 Paragraph 11.7, SC-1, SC-23 #9 regarding Site Restoration – These articles seem to contradict. Can this be clarified?

Response: Both articles indicate that the site restoration is the responsibility of the Contractor at the Contractor's expense.

**Question #23:** Page GC-11 Paragraph 15.3 – What is considered the Contract Time and what is the amount of liquidated damages per day?

Response: BD-1 indicates that the City intends to award a one-year term contract (effective upon execution) with two additional options to renew for one year each. Liquidated damages will not be imposed in this contract.

**Question #24:** Page GC-13 Paragraph 18.3 – Termination of Services – Please clarify the meaning and timeframe of “or which may thereafter accrue”?

Response: This simply means that termination of the contract is not the sole remedy available to the City. For example, the potential exists for a Contractor to damage the streetlight system or install non-acceptable components that the City could have to sue for damages to have replaced.

**Question #25:** Page GC-13 Paragraph 18.7 – In the event of termination, will the Contractor be compensated for ordered materials that have not been received at the time of termination?

Response: Yes, the Contractor will be compensated provided they can show evidence of the order being placed prior to date of termination.

**Question #26:** Page GC-14 Paragraph 19.1 – With the nature of this work, at what point will Retainage be released?

Response: Retainage will not be included in this Contract.

**Question #27:** Page GC-14 Paragraph 19.4 – Will an Engineer be issuing certificates of completion for this work? If so, how often?

Response: No inspection will be required on the daily maintenance work.

**Question #28:** Page GC-14 Paragraph 19.1 – The article seems to require a monthly invoice. SC-23 #7d

calls for weekly invoice. Please clarify.

Response: The special conditions shall govern over the general conditions; thus the Contractor shall invoice weekly.

**Question #29:** Page GC-21 Paragraph 34.2 – Please clarify. Is this in the event of negligence?

Response: Yes.

**Question #30:** Page SC-4 Prevailing Wages – Are benefits in addition to these rates?

Response: Yes. The wage rates do not include benefits.

**Question #31:** Page SC-6 (1a) – Can apprentices be used for this work? This classification is not listed on SC-4.

Response: Yes, and they would fall under the unskilled laborer category.

**Question #32:** Page SC-24 Paragraph (f) – What construction materials are considered incidental?

Response: An incidental is considered any item not left on the job site as part of the installation or fully consumed on the job site.

**Question #33:** Page TS-15.0-1 – Are these Technical Specs to be used for pole bases?

Response: Yes.

**END OF ADDENDUM NO. 1**