



**ADDENDUM NUMBER TWO
CONTRACT FY2022-096**

DATE: January 18, 2022

TO: ALL BIDDERS OF RECORD

FROM: Lyn Majeski, Purchasing Manager

BID FOR: **MOWING OF STATE ROUTE MEDIANS, CITY RIGHT-OF-WAYS, CITY EASEMENTS, AND CITY PROPERTIES**

This addendum forms a part of and modifies the bidding specifications for the above item for the City of Oak Ridge, Tennessee.

ITEM 1 – Comments/Questions Received from Potential Bidders

1. Sample Contract, ARTICLE 1 states “The work to be done consists of furnishing all labor, materials, supplies....”, yet ‘Attachment A’, General Specifications, 11., states “Contractor will be furnished the herbicide to control any growth.” Which document or statement shall prevail? Can the Contractor count on herbicide to be supplied by the City of Oak Ridge at no cost to the Contractor?

Answer: The city will furnish the contractor with herbicide as needed. The request must come to the Utilities Operations and Maintenance Manager. The contractor will be responsible for all other equipment and materials needed to perform the job.

2. 'Attachment A', General Specifications, 13. —This paragraph gives the impression that the contractor must have a person 'on call' or 'on standby' for servicing a list of properties given to the contractor each month by the Public Works Operations Manager. Can you confirm that the only work bidders are being asked to bid on is what is clearly listed on the Bid Form? In other words, the Contractor should not account for having one dedicated person perform any unknown or unforeseen work as a part of this contract.

Answer: Not having someone on standby per say but having the flexibility to cut a location that was being cut but for some reason the owner has stopped cutting. Such as a business that has closed and no longer is cutting the ROW in front of the property. This applies to only the ROW and not the property itself.

3. 'Attachment A', General Specifications, 2. —“Litter, including paper, cans, bottles, and other debris shall be picked up and properly disposed of prior to mowing.” Are there any limitations to the type(s) of debris that the contractor is responsible for picking up and disposing of? For example, we have all unfortunately seen people dump furniture or old television sets along the road and into the right of way. Is the contractor responsible for picking up and disposing of such items?

Answer: The contractor will be responsible for picking up trash and debris such as paper, cans, bottles etc. Any items discovered such as furniture, mattresses or television sets that requires more than one person to move will be picked up by the Public Works Department. The contractor will need to contact the Utilities Operations and Maintenance Manager in a timely manner and inform him of the issue and location.

4. 'Attachment A', General Specifications, 2. —Following up on the previous question--during the entire contract term, will the Contractor have access to the City disposal facility (currently Waste Connections, as contracted with the City) to dispose of all collected debris in the right of ways? If the answer is “No”, is there another designated place where the Contractor can dispose of this debris—or--is the contractor expected to find their own method of disposal at their own expense?

Answer: The contractor will be provided a location to dispose of the trash and debris that is removed from the city's ROWs.

5. 'Attachment A', General Specifications, 5. —When mowing up to and along a wood line there will be vegetation that, over a period of time, begins to grow out into the mowing path. Unless controlled by hand or with a vertical cutter (side arm bush hog), this vegetation will begin to interfere with the Contractor's ability to maintain the mowing boundary. Is the contractor expected and/or required to cut back such vegetation as a part of this contract? If the answer is 'Yes', are there limitations to the types of vegetation that the contractor is expected to keep out of the mowing boundary (such as underbrush, privet, kudzu vines, low tree limbs, etc.)?

Answer: The contractor is expected to be able to cut vegetation that can be cut with a mower or bush hog such as grass and kudzu. Any problem areas where the brush or trees are taking over the normal cut path and needs to be cut back then the contractor shall contact the Utilities Operations and Maintenance Manager to investigate the issue.

6. 'Attachment A', General Specifications, 8. — "Contractor shall maintain all fence lines owned by the City of Oak Ridge as to removal of all vegetation and trimming of the same." Does this require the Contractor to cut vegetation that grows up through a fence (for example, vegetation growing between the links of a chain link fence)? Such vegetation usually must be cut by hand as it cannot be reached with a string trimmer. Does the word "removal" imply that the Contractor is expected to remove and dispose of such vegetation off-site? For clarification purposes, does "all fence lines owned by the City of Oak Ridge" apply only to fence lines located within the right of way and included on the maps given to all bidders?

Answer: The contractor will be responsible to cut up to the fence lines located in the ROW. The issue of the vegetation growing through the fence may be a codes issue and will be taken up with the owner of the property on the back side of the fence. The Utilities Operations and Maintenance Manager should be notified of these instances.

7. 'Attachment A', General Specifications, 4... states "Trees damaged by mowers or string trimmers will be replaced by the City at the Contractor's expense (time & materials).", yet ARTICLE 4 of Sample Contract affords the Contractor an opportunity to cure any damages (for example, Contractor could replace damaged trees at their own expense). Can you confirm that in such an instance, the Contractor would first be made aware of the suspected damage(s) AND would be given an opportunity to cure them?

Answer: Confirm, the contractor would first be made aware of the suspected damage(s) And would be given an opportunity to cure them.

8. 'Attachment A', General Specifications, 6. & 16. —Both of these items relate to the City's ability to adjust frequencies "in order to meet budgetary and other needs." However, the City is asking bidders for Per Unit pricing based on an established frequency. If the frequency is reduced at a later date there will likely be a higher labor cost associated with performing the service (for example, being asked to go from a 10-day cut to a 30-day cut would likely require more labor to complete the service). In such an instance, can you confirm that ARTICLE 3 of the Sample Contract would allow the Contractor an opportunity to present an adjusted price due to a requested change in frequency?

Answer: Confirm that Article 3 of the sample contract would allow the contractor an opportunity to present an adjusted price due to a requested change in frequency.

9. 'Attachment A', General Specifications, under 'Mowing Site Descriptions', 'Islands'—" Any foreign items on the island such as signs, brush, etc. shall be removed and disposed of by the contractor." This seems to indicate a requirement for off-site disposal of green waste (items other than litter, paper trash, etc.). Can you confirm that off-site disposal of green waste is a requirement for this contract? If 'Yes', does this apply only to the Islands?

Answer: Items such as trash and signs and maybe a tree limb shall be picked up by the contractor. Any large piles of brush or leaves contact the Utilities Operations and Maintenance Manager.

10. Concerning sewer easements and force mains---can you confirm that the Contractor is not responsible for cutting any low tree limbs, brush, or other vegetation that may be growing out into the mowing path and interfering with the Contractor's ability to maintain the mowing boundary?

Answer: The contractor is responsible for bush hogging the sewer easements minimum of two passes. Any low hanging tree limbs or downed trees in the easement that can't be cut by a bush hog will be removed by the Public Works Department after the Utilities Operations and Maintenance Manager has been notified of the issue.

11. Are there any designated areas for the Contractor to park their vehicles and/or equipment while work is being performed—or—is the contractor expected to park their vehicles and/or equipment along the side of the road, in the grass (if no shoulder is present), along a sidewalk, etc.

Answer: The contractor is expected to park as safely as possible along the side of road in the City ROWs or in the on-street parking. Careful not to impede the traffic flow or block the sight distance of vehicles entering the street.

12. Sample Contract, ARTICLE 7—while it states, “Payment shall be made monthly upon invoice and in accordance with the project specifications.”, it does not define any specific payment terms (Net 15, Net 30, etc.). Previous contracts have included language such as “Payment will be made within X days of receipt of an invoice...” Can you confirm that no further specific payment terms will be defined in this contract?

Answer: The contractor may state Net 30 on their Invoices.

It is expected that all bidders read the contract document and specifications prior to submitting their bid. The information provided in this addendum along with the contract document and specifications provides each potential bidder the same information to submit their bid.

****Acknowledge receipt of this addendum, on your Bid Form, when you submit your Bid****