

Addendum #1

Q1. Is the requirement for five samples within a thirty-day period for each month March through November, or just any 30 day window within the March through November window?

A1. The requirement is one series of five samples per stream segment during any 30-day window (March-November). Please note that the project must be completed by June 30, 2024 as stipulated on Page 15, Special Provision.

Q2. Does the City have an existing contract with a lab or perhaps your own wastewater treatment plant lab, or would the Contractor be responsible for arranging for a lab of the Contractor's choosing to run the samples?

A2. The contractor shall be responsible to arrange for a lab that can meet the minimum required detection limits and conform to the standards detailed in the Scope of Work.

Note: Please remove and replace Bid Document pages 17 and 21. There is a discrepancy with project completion dates in the original document.

BID PROPOSAL FOR LUMP SUM CONTRACT

Proposal of _____ hereinafter called "CONTRACTOR" to the CITY OF SPRINGFIELD, TENNESSEE hereinafter called "OWNER".

The **CONTRACTOR** in compliance with invitation for bids for the Stormwater Monitoring Project and having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written "Notice To Proceed" of the **OWNER** and to fully complete the project by June 30, 2024, thereafter, as stipulated in the specifications. **CONTRACTOR** further agrees to pay as liquidated damages the sum of \$200.00 for each Calendar Day thereafter as hereinafter provided.

The **CONTRACTOR** hereby declares that he holds Contractor's License No. _____ as issued by the State Authority in which this work is to be done and that this license is in effect until _____, _____, and that he/she will maintain his/her license in force and effect during the life of the contract, including and the guarantee period.

Signature of Owner or Corporate Officer

Date

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the **OWNER** and fully completed and approved by the CITY by June 30, 2024, thereafter, as stipulated in the specifications. **CONTRACTOR** further agrees to pay as liquidated damages the sum of \$200.00 for each Calendar Day thereafter as hereinafter provided.

CONTRACTOR further agrees to pay as liquidated damages the sum \$200.00 for each Calendar Day thereafter, for either of the above, as hereinafter provided. If liquidated damages are assessed for this closure, they shall be cumulative to any other liquidated damages assessed for the completion of the entire project.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as follows: pay request shall be submitted at the end of each month, the **CONTRACTOR** shall prepare and submit to the CITY for approval a duly certified estimate of the work performed and a copy of all test results and quality assurance records during the preceding period. Upon CITY approval of the estimate, and no later than the fifteen (15) days after submittal by the **CONTRACTOR**.

The **OWNER** within shall make final payment to the **CONTRACTOR** forty-five (45) days after:

- a. The completion of the **PROJECT**.
- b. The approval by the CITY of all work performed under the contract.
- c. The acceptance of the work by the **OWNER**.
- d. An affidavit by the **CONTRACTOR** to the effect that payment has been made for all labor, materials and subcontractors for the construction of the project.
- e. Submittal of all test results to the CITY for approval.
- f. The preparation by the **CONTRACTOR** and approval by the CITY of a final estimate of the cost of the completed work.

The **CONTRACTOR** shall protect, indemnify, and save harmless the **OWNER** from any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the **OWNER** may suffer or be subjected to by the performance of the Work, including but not without limitation to injury or death of any person whomever and destruction or damage to any property whatever.

This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Final payment to the **CONTRACTOR** shall equal the approved final estimate of cost less the aggregate of all previous payments to the **CONTRACTOR**, and less all liquidated damages assessed in accordance with the terms of this CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.