

ADDENDUM NO. 1

**Chattanooga Public Library
Third Floor Roof
City Contract No. L-20-001
Chattanooga, Tennessee**

Date: 27 July 2020

The following amendments to the specifications and/or revisions to the drawings shall be a part of the contract documents. Bidders therefore shall consider them when preparing cost estimates, and the contractors shall be bound by them.

SPECIFICATIONS

Section 00500 – Contract

Revised and attached as part of this addendum

Section 00 42 00 – Proposal Form

Revised and attached as part of this addendum.

DRAWINGS

Sheet A-404 – West Building Elevation

Delete. This work is no longer part of the contract.

CONTRACT

ARTICLES OF AGREEMENT entered into this _____ day of _____, 20__, between the CITY OF CHATTANOOGA, TENNESSEE, hereinafter called the City, and _____, Contractor, of the City of Chattanooga, State of Tennessee, hereinafter called the Contractor.

ARTICLE I. The Contractor hereby contracts and agrees to furnish all supervision, labor, materials and equipment and execute in a thorough and workmanlike manner, complete in every respect, in accordance with the Drawings, Specifications and other Contract Documents made therefor and hereto attached, and to the satisfaction of the City of Chattanooga, or its successor, all of the Work shown, specified and otherwise required in these contract documents, to-wit:

L-20-001
CHATTANOOGA DOWNTOWN PUBLIC LIBRARY
3rd FLOOR ROOF

ARTICLE II. The prices shown in the Bid Schedule shall be the amount of the compensation to the Contractor for the proper and satisfactory completion of the work specified herein, including all contingencies, in full conformity with the Contract Documents. This compensation shall be full payment for the performance of the work and the furnishing of labor, materials, transportation, supplies, tools, equipment, taxes, employee benefits, incidentals, services, and other items necessary or convenient for completion of the work in a satisfactory and acceptable manner, and within the intent of these Contract Documents.

ARTICLE III. The Contractor agrees that he has informed himself fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

ARTICLE IV. All work and material required under this Contract shall be in such quantities, kinds and qualities, and in such places, and of such dimensions and forms as may be designated by the plans and specifications, or by the working plans provided by the Engineer.

ARTICLE V. The purchase of all materials, the delivery of same, and all incidental expenses which may arise during the construction and finishing of said work above specified, shall be at the sole cost and expense of the Contractor.

ARTICLE VI. All materials which the said Contractor may procure or deliver upon or in the vicinity of said work herein specified to be incorporated in and become a part of said improvement, shall, from the time of such procurement or delivery become the property of the City of Chattanooga, except any surplus which shall remain over the final completion of this Contract.

ARTICLE VII. The Contractor hereunder contracts and agrees to complete the whole of the work contemplated in this Contract in **sixty (60)** calendar days. Time of the completion of the work is the essence of the Contract, and the Contractor is prepared to make completion of the work in such quantity and on such dates as are herein specified, and the parties having agreed, after estimates, that the sum of **Five Hundred dollars and no cents (\$500.00)** per day would be

liquidated damages in case of the Contractor's failure to perform, now, therefore, the aforementioned sum per day, not as a penalty but to be considered and taken as liquidated damages suffered by the City of each day's delay in completion of this Contract.

ARTICLE VIII. It is agreed that the Contractor will not assign, transfer, or sublet the said work or any part thereof without the written consent of the City of Chattanooga.

ARTICLE IX. Estimates shall be made every thirty (30) days during the progress of the work by the Contractor and submitted to the Engineer for his approval. When, in the Engineer's judgment, the estimate shall represent a fair value of such work done in accordance with the provisions of this contract, the Contractor shall be paid ninety-five (95%) percent with five (5%) percent being retained as collateral security, said five (5%) percent to be paid within ninety (90) days after completion of such work or within ninety (90) days after substantial completion of the project for work completed, whichever occurs first.

ARTICLE X. An omission to disapprove the work badly done, at the time of a monthly or other estimate, by the Engineer shall not be construed into an acceptance of any defective work.

All documents bound herein and all other documents not bound herein but given to Contractor in connection with the work shall be and are hereby made a part of this contract. These contract documents shall include, but not be limited to, the following: the Contract, Advertisement for Bids, Instructions to Bidders, Bid Proposal and Proposal Documents, Bid Bond, Performance Bond, Payment Bond, Certificates, General Provisions, Supplementary General Provisions, Specifications, Drawings, Addenda, Change Orders, Notice to Proceed, and Specifications, Drawings, and Engineering Data furnished to the Contractor.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF CHATTANOOGA

City Finance Officer

By: _____
Public Works Administrator

CONTRACTOR

Name

Attest:

By: _____

Title

CITY FINANCE OFFICER'S CERTIFICATE

I do hereby certify that the funds required to be paid by the City under this contract have been appropriated or a loan authorized and have been encumbered and will be available as needed for payment.

This _____ day of _____, 20__.

City Finance Officer

CITY ATTORNEY'S APPROVAL

This contract approved as to form and legality this the ____ day of _____, 20__.

City Attorney

END OF DOCUMENT

SECTION 00 42 00
PROPOSAL FORM
(revised Addendum 1)

.01 PROJECT IDENTIFICATION

- A. Project Identification: Chattanooga Downtown Public Library 3rd Floor Roof
- B. Date of Issuance of Request for Proposals:
- C. Proposal To: The City of Chattanooga.

.02 PROPOSER'S OBLIGATIONS AND REPRESENTATIONS

- A. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Owner in the form included in the RFP Documents to perform all Work as specified or indicated in the RFP Documents, for the Contract Price, and within the Contract Times specified in this Proposal, in accordance with all other terms and conditions of the Contract Documents.
- B. The Proposal will constitute one of the Contract Documents, except for provisions that contradict the requirements of the Conceptual Documents and that are not specifically accepted by the Owner by means of written Addendum prior to execution of the Agreement.
- C. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening. The Proposer will sign and deliver the required number of copies of the Agreement with a 100% performance and payment bond and other documents required by the Instructions to Proposers within 15 days after the date of the Owner's Notice of Award.
- D. In submitting this Proposal, the Proposer represents and agrees, as more fully set forth in the Agreement, that:
 - 1. The Proposer has examined and carefully studied the Proposal Documents.
 - a. Addendum No. ____, dated ____.
 - b. Addendum No. ____, dated ____.
 - c. Addendum No. ____, dated ____.
 - d. Addendum No. ____, dated ____.
 - 2. The Proposer has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the work.
 - 3. The Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
 - 4. The Proposer has carefully studied all data relating to existing surface and subsurface conditions and structures which has been identified or made available by Owner.
 - 5. The Proposer is aware of the general nature of the work to be performed by the Owner and other at the site that relates to the work for which this Proposal is submitted.
 - 6. The Proposer has correlated the information known to the Proposers, information and observations obtained from visits to the site, reports and drawings identified in the RFP Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Conceptual Documents.
 - 7. The Proposer has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the Conceptual Documents and the written resolution thereof by the Owner is acceptable to the Proposer, and the Conceptual Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.
 - 8. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

.03 CONTRACT PRICE – (BASE BID) THE PROPOSER WILL COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THE FOLLOWING PRICE(S): (ENTER ALL COSTS IN BOTH WORDS AND FIGURES)

A. Lump Sum of _____
(\$ _____).

.04 CONTRACT TIMES -- THE PROPOSER AGREES THAT THE WORK WILL BE:

- A. Completed and ready for final payment in accordance with the Agreement within a period of **sixty (60) calendar days** from the written Notice to Proceed.
- B. The Proposer understands that failure to complete the work within the time limits of the Intermediate and Final Completion dates indicated in the Construction Progress Schedule will subject the Proposer to a penalty of **five hundred dollars (\$500.00) per day** as liquidated damages. for each day exceeding the scheduled completion.

.05 MISCELLANEOUS

- A. Communications concerning this Proposal shall be directed to the address, phone number, and facsimile number of the Proposer indicated below.
- B. The terms used in this Proposal which are defined in the Conditions of the Contract have the meanings assigned to them in the Contract Documents. Terms defined in the Instructions to Proposers are used with the same meanings in this Proposal.

.06 SUBMITTED BY (PROPOSER TO FILL IN ALL BLANKS)

- A. By: _____ (SEAL)
(Firm Name)
- B. Signature: _____
- C. _____
(Typed or Printed Partner or Officer's Name)
- D. Title: _____
- E. Address: _____
- F. _____
- G. Phone No.: _____ Facsimile No.: _____
- H. Submitted on _____ (Proposer to enter date of signature)

END OF PROPOSAL FORM