# ADDENDUM ONE POLE BARN AT STORAGE YARD FOR MBWWTP CONTRACT NO. W-19-004-201 CITY OF CHATTANOOGA, TENNESSEE

The following changes shall be made to the Contract Documents, Specifications, and Drawings:

- 1. The official title of this project is changed to "POLE BARN AT STORAGE YARD FOR MBWWTP".
- 2. Revised documents are issued and included with this Addendum:
  - a. 00300 Bid Proposal
  - b. 00301 Bid Schedule
  - c. 00500 Contract

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/s/ Justin C. Holland, Administrator City of Chattanooga Department of Public Works

July 9, 2020

#### **BID PROPOSAL**

#### Project Description: POLE BARN AT STORAGE YARD FOR MBWWTP, W-19-004-201

Proposal
hereinafter called "Bidder"), doing business as
a corporation, a partnership, an individual
To the City of Chattanooga, Tennessee (hereinafter called "Owner").
Gentlemen:
The Bidder, in compliance with your Advertisement for Bids for the construction of this project having examined the Drawings and Specifications with related documents, other Contract Documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials and equipment, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated on the attached Bid Schedule. This price is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.
Bidder hereby agrees to begin 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 within the number of consecutive calendar days stipulated in the specifications. Bidder further agrees to pay liquidated damages as hereinafter provided in the General Conditions.
Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all the construction of the project for the attached price complete with appurtenant and accessory work described in the specifications and as shown on the plans.

The attached price shall include all supervision, labor, materials, equipment, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be firm and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as required by the General Conditions. The bid security attached in the sum of 5% of the total bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

	Respectfully submitted:				
	BySignature				
	Title				
	Business Address				
ATTEST:					
Name					
(Please Type)	<u> </u>				
Title					

Note: Attest for a corporation must be by the corporate secretary; for a partnership, by another partner; for an individual, by a Notary.

#### **BID SCHEDULE**

## Pole Barn at Storage Yard for MBWWTP W-19-004-201

#### CHATTANOOGA, TENNESSEE

#### DESCRIPTION

The scope of this project shall include, but not be limited to: Design, fabrication, and construction of a utility structure pole barn to store piping and other materials for MBWWTP. The Vendor will be responsible for providing drawings, calculations, and all other documentation necessary for obtaining building permits and providing shop drawings for review and fabrication.

TOTAL BASE BID \$					
-					
Note: Dollar amounts are to be		and figures. In case of discrepancy, dol s will govern.	lar amounts shown		
Contractor certifies that he has reviewed the plans and specifications, and that all items of work not specifically listed in the Bid Schedule are included in the prices for the various items listed on the Bid Schedule.					
BIDDER:		DATE:			
BY:	(Signature)	TITLE:			
ADDRESS:					
CITY:	STATE:	ZIP CODE:			
TELEPHONE NUMBER:					

#### **Bid Schedule**

#### Contract Number W-19-004-201

#### Pole Barn at Storage Yard for MBWWTP

#### City of Chattanooga

CONTRACT NUMBER W-19-004-201						
Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price	
BASE BID						
00717	Mobilization	1	LS		\$ -	
02270	Erosion Control	1	LS		\$ -	
02271	Temporary Seeding	1	LS		\$ -	
13125-1	Pre-Engineered Post and Frame Wood Building: Design, Developing Shop Drawings, Submitting Engineering Certifications, Calculations, and Sealed Drawings, and Obtaining Permits	1	LS		\$ -	
13125-2	Pre-Engineered Post and Frame Wood Building: Excavating and Constructing Foundations	1	LS		\$ -	
13125-3	Pre-Engineered Post and Frame Wood Building: Providing and Constructing Structural	1	LS		\$ -	
13125-4	Pre-Engineered Post and Frame Wood Building: Providing and Constructing Metal Panel Siding and Roof	1	LS		\$ -	
13125-5	Railroad Tie Cribbing: Providing, Installing, and Field-Modifying Pipe Cribbing (ALLOWANCE)	1	LS	\$ 5,000.00	\$ 5,000.00	

W-19-004-201 BASE BID \$

#### **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 calle	ed the Contracto	r.

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:

### W-19-004-201 Pole Barn at Storage Yard for MBWWTP

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 One Hundred Twenty (120) 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 sixty (60) days after completion of such work or within sixty (60) 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
Attest:			Name
		By:	
			Title

#### CITY FINANCE OFFICER'S CERTIFICATE

This	day of						20	
					Ž	Finance	Officer	
	<u>CITY</u>	<u>ATTOI</u>	<u>RNEY'S</u>	APPE	ROVAL			
This contract	approved	as to	form	and	legality	this 1	the	day

END OF DOCUMENT

PRE-BID POLF BAYON

## Safety Meeting Attendance Record

Date	Company	EMAIL / PHONE
Print Name	Employee #	Department
1) BUNNIE MUMPONER DOBER	CoC	BHUMPONGRECHATTANOCH. GOV
2) RANDY TAYLOR	MENUTP	RTHYLORDCHATTANOOGS. GOD 718- 4509
3) JIM HIGDON	coc	THISDON ECHATTANOODS. GOV 421-
4) ANDREW HUTSELL	EX.	AHUTSELLE CHATTANOODA. GOV 421- AHUTSELLE CHATTANOODA. GOV 421- 643-6045
5)		643-6075
6)		
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