

**ADDENDUM NUMBER FOUR**  
**BROWNFIELD CLEANUP AT FORMER GLOVER TRACT – RIVERWALK TRAIL**  
**FOR THE CITY OF CHATTANOOGA, TENNESSEE**  
**Contract Number D-17-008-201**

- Q. Are the DBE goals listed in the previous addendum mandatory?  
A. No, bidders are only required to make a good faith effort to reach the goals.

In order to give bidders adequate time following this addendum, the bid date has been moved to **Thursday, September 3<sup>rd</sup>, 2020 at 2:00 p.m.**

The Contract Duration has been reduced to 330 days to maintain eligibility for grant funds for the project.

The following documents are hereby incorporated into the contract:

- Contract

August 27, 2020

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

## 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:

### **D-17-008-201**

#### **Brownfield Cleanup at Former Glover Tract – Riverwalk Trail**

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 **330** 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

\_\_\_\_\_  
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