

ADDENDUM NUMBER FOUR
LUPTON MILL SITE REMEDIATION
FOR THE CITY OF CHATTANOOGA, TENNESSEE
Contract Number E-16-006-201

A Pre-Bid Meeting was held at the project location, 1210 Mercer Street, Lupton City, TN 37351 on December 18, 2018 at 10:00 A.M. Meeting minutes and sign-in sheet from the meeting is attached.

Documents hereby incorporated in the contract:

- Specification Section 01590 Field Offices and Sheds
- Right-of-Entry Insurance Requirements for Norfolk Southern

December 18, 2018

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



City of Chattanooga, Public Works Department

Pre-Bid Meeting Minutes

Subject: Lupton City Remediation E-16-006-201
Date: 12/18/2018
Time: 10:00 AM
Location: On-Site; 1210 Mercer St, Lupton City, TN 37351
Organizer: City of Chattanooga – Elizabeth Goss

Topics

- Introductions

A list of attendees is attached.

- Read thru through the scope of work.
- Discussed addendums, which are available on the City of Chattanooga Bids/Solicitations page.
- Discussed Contract Duration, Liquidated Damages, and anticipated schedule which are, as follows:

-Contract Duration = 365 Calendar Days

-Liquidated Damages = \$500.00/day

-Last Date for Question Submission – Friday, January 4, 2019, 4:00 PM**

**Please direct all questions to the Purchasing Agent as instructed on the bid form "Request for bidder information".

-Final Addendum (if needed) – Tuesday, January 8, 2019, no later than 2:00 PM

-Bid Date – Thursday, January 10, 2019, 2:00 PM

-Notice of Award – February 7, 2019

-Notice to Proceed – February 25, 2019

- Questions discussed included:
 - Will the chimney be saved?
 - The City will take a look and release another addendum if this scope of work will be added.
 - Will an RPR be on site and will they require a job trailer?
 - Yes, an RPR will be on site. A job trailer is required per Specification Section 01590, which is now incorporated into the contract.
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- Where will fill be placed and where is it currently located?
 - Fill will be placed according to the Construction Documents. The fill material is provided by the City and is located both on and off site. Off site locations are 4301 Amicola Highway and 455 Moccasin Bend Road.
- Are bidders questions made public?
 - Yes, all questions and answers will be made available to all plan holders.
- What are the working hours for this project?
 - Monday-Friday 7:00 am – 6:00 pm
- How should the metals, tires, and labeled/unlabeled chemicals be treated?
 - The contractor should recycle all metal and tires. Chemicals should be identified and disposed of properly off site.
- Will flagman be required when working on or near the Norfolk Southern Right-of-Way?
 - Yes, the contractor will be required to coordinate when flagman will be needed (at no cost to the contractor). Additionally, contractors will be required to submit a certificate of insurance that fits the requirements of the document attached.
- **Please contact the City Purchasing Department to arrange for an additional site visit, if desired.**

8. Licensee will remove from the Property all soil, fill, debris or other materials (whether solid or liquid) removed during the activities covered by this Agreement, including any such material that is contaminated and/or potentially contaminated. Company assumes no responsibility for any such material and shall not be a signatory on any waste manifests, bills of lading or other documentation concerning this material.
9. No work of any character shall be started on the Property until:
 - a. Certificates of Insurance, specifying that the policies are applicable to the particular work, have been furnished to and accepted by Company as evidence that Licensee and/or its contractor and subcontractor maintain the following insurance coverages:
 - (i) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.
 - (ii) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name Company as an additional insured and shall include a severability of interests provision. In addition, the policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement and any exclusion for construction or demolition activities (including installing wells or boring holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.
 - (iii) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Agreement, Licensee or its contractor shall procure and furnish to Company either:
 - A. a risk financing fee of \$1,000.00 (herein called the "Risk Financing Fee"), in exchange for which Company will include the project under Company's Master Railroad Protective Liability Insurance Policy; or
 - B. a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 in the aggregate applying separately to each

annual period. Said policy shall provide coverage for all loss, damage, or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. Said policy shall name Company as the named insured and the policy shall be underwritten on Insurance Services Offices Form No. CG 00 35 10 01 or its equivalent.

- (iv) Automobile Liability Insurance having a combined single limit of not less than \$1 million per occurrence. Said policy shall name Company as an additional insured and shall include a severability of interests provision.
 - b. Company has advised Licensee that limits, form, and substance of insurance policies and certificates of insurance are satisfactory to Company. The original Railroad Protective Liability Insurance Policy if applicable and certificate of liability insurance should be forwarded to Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia, 23510. The furnishing by Licensee of such insurance and the acceptance of the same by Company is not intended to and shall not reduce, limit, affect, or modify the primary obligations and liabilities of Licensee under the other provisions of this agreement.
 - c. Authorized representatives of Licensee have met with Company's Division Engineer or his representative and also with a representative of Company's Communications and Signals Department to receive any instructions Company may have concerning Licensee's activities on the Property. Licensee agrees to follow, at its expense, all such instructions, and in such manner as is satisfactory to Company.
 - d. Licensee represents to Company that Licensee is self-insured for the coverages and the minimum amounts specified in Paragraph 9(a) above, and Licensee will provide Company prior to any entry written evidence satisfactory to Company of self-insurance.
10. All insurance or self-insurance described in Paragraph 9 shall be maintained until all work contemplated hereunder has been satisfactorily completed. Insurance companies may cancel or make significant changes in the insurance by permission of Licensee and Company, or upon giving thirty days' written notice to Licensee and Company of their intent to do so.
11. Licensee or its contractor shall secure, at its or their own expense, any permits or licenses required by federal, state, or local laws or ordinances and shall comply with all applicable laws, including without limitation any laws, regulations, standards, and

**SECTION 01590
FIELD OFFICES AND SHEDS**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Provide field offices and sheds as described below.
- B. Field offices shall be at sites designated by the Owner.

PART 2 PRODUCTS

2.1 CONTRACTOR'S FIELD OFFICE

- A. Provide a field office with the following minimum facilities:
 - 1. A standard prefabricated or mobile unit suitably anchored for bad weather.
 - 2. Adequate lighting, heating, air conditioning, and ventilation.
 - 3. Sufficient filing cabinets for the project record documents.

2.2 ENGINEER'S FIELD OFFICE

- A. Field office shall be ready for occupancy before beginning any construction, unless an extension of time is granted by the Engineer.
 - 1. The General Contractor shall provide and maintain a 300-square-foot minimum field office for the exclusive use of the Engineer.
 - 2. Field Office shall be a weather-tight structure with:
 - a. Suitable anchoring for bad weather.
 - b. Electric service, electric heat, air conditioning (central unit), and lights.
 - c. One outside door with locks.
 - d. At least two windows, suitably arranged for ventilation.
 - e. At least one wall receptacle on each wall.
 - f. A minimum of one office and general entrance and work area.
- B. Contractor shall pay all charges for the following utilities:
 - 1. Heating
 - 2. Electricity
 - 3. Water

C. Contractor shall provide the following:

1. Minimum Eight straight chairs.
2. Table to conduct progress meetings.
3. Wall-mounted fire extinguishers, as required.

2.3 SHEDS

- A. Storage platforms and sheds shall be provided for materials that require protection from the weather.
- B. Sheds shall be substantially constructed.

END OF DOCUMENT