

ADDENDUM NUMBER ONE
REQUEST FOR PROPOSAL
LIGHTED GUARDRAIL FOR THE HOLMBERG BRIDGE

FOR THE CITY OF CHATTANOOGA, TENNESSEE

Contract Number R-14-012-203

A Pre-Submittal meeting for the Holmberg Bridge Phase 3 project was held on May 29, 2019 at 1:00 p.m. An attendance sheet from that meeting is attached.

Only one person not employed by the City of Chattanooga was present. Since he had not had a chance to review the RFP, the only discussions were an explanation of what the RFP requested, which is a solution to lighting the Holmberg Bridge using a lighted railing.

Revisions and additions to the information previously supplied:

The existing railing is approximately 403.5 feet long. I've attached some pictures of the attachment of the rail to the posts, and attachment of the posts to the bridge frame.

The existing rail is 2" diameter, not 3" as stated on the original plans. It was apparently changed on the fly when the bridge was constructed.

The brackets at the top of the post are 8" wide x 1-5/8" wide, slightly curved to fit the curvature of the railing. Most posts are spaced at 4'-5" +/-.

Photos of the existing railings and attachments:

Photo of the bottom of the post bracket where it attaches the deck:



Photo of the top of the post bracket where the railing attaches:



Photo of the top of the underside of the post bracket where the railing attaches:



Photo of the railing, support post, and bridge deck:



Questions were received regarding taxes, insurance, and bonds on the project:

1. How much is the Tax percentage? (if any) 0%
2. Preferred Insurance - CCIP/OCIP ? CCIP

From the City of Chattanooga purchasing standard for insurance:

. INSURANCE.

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this section shall survive.

Notwithstanding any other provision of the Agreement, Owner waives any claim against Engineer and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold

Engineer harmless from any claim, liability, and/or defense costs for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property value.

3. Any Payment/Performance Bond associated? Yes. See Sections 600 and 601 of the City of Chattanooga Standard Contract Documents, which are attached at the end of this addendum.

May 29, 2019

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____, a
Name and Address of Contractor

_____ of the State of _____,
Corporation, Partnership, or Individual

the "Principal," and _____
Name and Address of Surety

_____, the "Surety," are held and firmly bound unto the
City of Chattanooga, Tennessee (the "Owner") existing under and by virtue of the laws of
the State of Tennessee, The Engineer, and their agents and employees in the sum of

_____ (\$ _____)

of the United States, for the payment of which sum in lawful money of the United States
well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators,
successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain
Contract with the Owner, dated as of the _____ day of
_____, 20__, which is by reference incorporated in and made a part
hereof as fully as if copied here verbatim, for the following work:

L-##-###-###

CONTRACT NAME

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the terms and conditions of the Contract (which includes the Drawings, Specifications, and Contract Documents) and such alterations as may be made in said contract as the documents therein provide for, during the original term thereof and any extensions thereof which may be granted by the Owner, with or without notice to Surety, and during the one-year warranty period, and if Principal shall satisfy all claims and demands and shall fully indemnify, protect, defend, save and hold harmless the Owner, the Engineer, and their agents and employees against and from all costs, expenses, damages, injury, or conduct, want of care, skill, negligence, or default, including compliance with performance guarantees and patent infringement by the Principal, then this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay to Owner any difference between the sum to which the Principal would be entitled on completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, together with any damages, direct or indirect, or consequential, which Owner may sustain on account of such work, or on account of the failure of the Principal to keep and execute all provisions of the Contract.

Principal and Surety further bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, that if the Principal shall keep and perform its agreement to repair or replace defective work or equipment during the warranty period of one (1) year as provided, then this paragraph shall be void; but if default shall be made by Principal in the performance of its contract to so repair or replace said work, then this paragraph shall be in effect and Owner shall have and recover from Principal and its Surety damages for all defective conditions arising by reason of defective materials, work, or labor performed by or on the account of Principal and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation therein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time; and to fully indemnify, protect, defend, save and hold harmless the Owner, the Engineer, and their agents and employees for any damages it may be caused to pay on account of injury to person, loss of life or damage to property.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the contract, the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfer, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL:

By _____

Name _____
(Please Print or Type)

Title _____

ATTEST:

Name _____
(Please Print or Type)

(SEAL)

Title _____

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

SURETY:

By _____

Name _____
(Please Print or Type)

Title _____

WITNESS:

Name _____
(Please Print or Type)

(SEAL)

Title _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____, a
Name and Address of Contractor

_____, of the State of _____,
Corporation, Partnership, or Individual

the "Principal," and _____
Name and Address of Surety

_____, the "Surety," are held and firmly bound unto
the City of Chattanooga, Tennessee (the "Owner") existing under and by virtue of the laws
of the State of Tennessee, in the sum of _____

_____ (\$ _____) in lawful money of the United States, for the payment of which
sum in lawful money of the United States well and truly to be made we do hereby bind
ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain
Contract with the Owner, dated as of the _____ day of _____, 20____,
which is by reference incorporated in and made a part hereof as fully as if copied here
verbatim, for the following work:

L-###-###-###

CONTRACT NAME

NOW, THEREFORE, if the Principal shall fully pay for all the labor and materials used by said Principal or any immediate or remote subcontractor or furnisher of labor or materials under him in the performance of the work in lawful money of the United States as the same shall become due, including all amounts due for materials, lubricants, oil, gasoline, electricity, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with performance of the work and all insurance premiums and other charges incurred under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Principal and Surety further bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, that they shall promptly make payments of all taxes, licenses, assessments, contributions, penalties, and interest thereon, when, and if, the same may be lawfully due the State of Tennessee or any County, Municipality, or political subdivision thereof by reason of and directly connected with the performance of the Contract, or any part thereof.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the contract, the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfer, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

IN WITNESS WHEREOF, the principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL:

By _____

Name _____
(Please Print or Type)

Title _____

ATTEST:

Name _____
(Please Print or Type)

(SEAL)

Title _____

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

SURETY:

By _____

Name _____
(Please Print or Type)

Title _____

WITNESS:

Name _____
(Please Print or Type)

(SEAL)

Title _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT

00601-3

SIGN-IN SHEET

PROJECT: HOUNBERG ELECTRICAL 5/19/19 1PM P&E BID

	NAME	COMPANY	PHONE	EMAIL
1	Jeremy Eldridge	Lawson Electric	423-827-5543	jeldridge@lawsonelectric.com
2	ALAN DGLG	CC	643 5882	ADGLG@CHATANOOGA.GOV
3	BONNIE MUMPOWER DOOSW	CC	643 6081	BONNIE@CHATANOOGA.GOV
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