



People. Partnership. Performance.

P.O. Box 1837  
Tacoma, WA 98401-1837  
www.portoftacoma.com

September 30, 2015

**TO: PLANHOLDERS**

**SUBJECT:** SHORELINE STABILIZATION  
PROJECT NO. 091407  
CONTRACT NO. 070107

### **ADDENDUM NUMBER THREE**

This addendum is issued to amend the following:

#### **BIDDING DOCUMENTS**

##### **A. SECTION 00 11 13 – ADVERTISEMENT FOR BIDS**

1. **REPLACE** the 'Sealed Bid Date/Time/Location' information as follows:

<b>Sealed Bid Date/Time/ Location:</b>	Sealed Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington until <del>2:00 P.M. on Tuesday, September 29<sup>th</sup>, 2015</del> <del>2:00 P.M. on Thursday, October 1, 2015</del> <u>11:00 A.M. on Friday, October 2, 2015</u> at which time they will be publicly opened and read aloud.
--	---

##### **B. SECTION 00 41 00 - BID FORM**

1. **REPLACE** the issued Section 00 41 00 with the attached Section 00 41 00 – BID FORM - ADDENDUM NO. 03 (Attachment A)

#### **SPECIFICATIONS**

##### **A. SECTION 01 20 00 – PRICE AND PAYMENT PROCEDURES**

1. **REPLACE** the issued Section 01 20 00 with the attached Section 01 20 00 – PRICE AND PAYMENT PROCEDURES (Attachment B)

**Receipt for this addendum shall be indicated in the space provided in Section 00 41 00, Bid Form.**

**END OF SECTION**

#### **ATTACHMENTS:**

Attachment A – 00 41 00 – Bid Form - Addendum No. 03

Attachment B – 01 20 00 – Price and Payment Procedures

**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT TITLE:** **SHORELINE STABILIZATION**

The undersigned Bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon. Bidder proposes and agrees, if this bid is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the bidding documents, and that the Bidder will complete the work within the time stated, and that Bidder will accept in full payment therefore the lump sums and unit prices set forth below.

Proposed Bid Price. (Note: Show prices in figures only.) Complete Installation:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	APM Terminal Shoreline Repairs	1	LS		
2	Husky Terminal Shoreline Repairs	1	LS		
3	Olympic Container Terminal Shoreline Repairs	1	LS		
4	TOTE Terminal Shoreline Repairs	1	LS		
5	APM Terminal - Riprap	550	TON		
6	Husky Terminal - Riprap	150	TON		
7	Olympic Container Terminal - Riprap	475	TON		
8	TOTE Terminal - Riprap	275	TON		
9	APM Terminal - Quarry Spalls	175	TON		
10	Husky Terminal - Quarry Spalls	40	TON		
11	Olympic Container Terminal - Quarry Spalls	150	TON		
12	TOTE Terminal - Quarry Spalls	200	TON		
13	APM Terminal - Rock Toe Protection	500	TON		
14	Husky Terminal - Rock Toe Protection	100	TON		
15	Olympic Container Terminal - Rock Toe Protection	650	TON		
16	TOTE Terminal - Rock Toe Protection	200	TON		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE
17	TOTE Terminal - Debris Removal	20	TON		
18	Olympic Container Terminal - Wood Plank	960	SF		
BASE BID SUBTOTAL					

**Evaluation of Bids.** In accordance with the provisions of these Contract Documents, Bids will be evaluated to determine the lowest Base Bid Subtotal offered by a responsible Bidder submitting a responsive bid.

**Addenda.** Bidder acknowledges review of all Addenda through No. \_\_\_\_\_

**Noncollusion.** The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidder.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
WA State Contractor's License No.

\_\_\_\_\_  
Date of Issue                      Expiration Date

\_\_\_\_\_  
Unified Business Identifier (UBI) No.

\_\_\_\_\_  
Employment Security Department No.

\_\_\_\_\_  
Identification of Contractor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the Contract, including the General and Supplemental Conditions apply to this work as if specified in this section. Work related to this section is described throughout these Specifications.
- B. Individual submittals are required in accordance with the pertinent sections of these Specifications

### **1.02 PAYMENT PROCEDURES**

- A. Pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
- B. Prior to submitting a payment application, the Contractor and Engineer shall meet to review the work accomplished to determine the actual quantities or percentage of work completed to be billed for that pay period. The Contractor shall bring a copy of all documentation to the payment application meeting.
- C. Following the meeting with the Engineer, the Contractor shall submit a 'DRAFT' payment application to the Engineer in an agreed upon format.
  - 1. The Contractor shall submit to the Engineer all measurement documentation as referenced in these Contract documents; to include all measurement by weight, volume or field.
  - 2. For all change work being done on a force account basis, the Contractor shall submit all Force Account back-up documentation as required to process the payment application where Force Account work is being billed.
  - 3. Submit with the DRAFT payment application the following:
    - a. A list of subcontractors and suppliers used for the period covered by the payment application.
- D. Following the Engineer's review and final approval, the Engineer will approve the DRAFT payment application and forward to the Contractor the 'Certification of Payment Form' for the Contractor's signature.
- E. The Contractor shall sign the 'Certification of Payment Form' and submit it electronically using Adobe PDF file format to the Port at [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com) along with any additional documentation required.

### **1.03 PAYMENT PRICING**

- A. Pricing for the various lump sum or unit prices in the Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work in accordance with the requirements of the Contract Documents.
- B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of work.

- D. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item will not be paid for under any other item.
- E. The Port of Tacoma reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

#### 1.04 LUMP-SUM MEASUREMENT

- A. Lump-sum measurement will be for the entire item, unit of Work, structure, or combination thereof, as specified and as indicated in the Contractor's submitted bid.
  - 1. If the Contractor requests progress payments for lump-sum items, such progress payments will be made in accordance with an approved schedule of values. The quantity for payment for completed work shall be an estimated percentage of the lump sum amount, agreed to between the Engineer and Contractor, payable in monthly progress payments in increments proportional to the work performed in amounts as agreed between the Engineer and the Contractor.

#### 1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

- A. Measurement Standards:
  - 1. All Work to be paid for at a contract price per unit measurement, as indicated in the Contractor's submitted bid, will be measured by the Engineer in accordance with United States Standard Measures.
- B. Measurement by Weight:
  - 1. Reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weight shall be measured by scale or by handbook weights for the type and quantity of material actually furnished and incorporated into the Work.
  - 2. Unless shipped by rail, material to be measured and paid for by weight shall be weighed on sealed scales regularly inspected by the Washington State Department of Agriculture's Weights and Measures Section or its designated representative. Measurement shall be furnished by and at the expense of the Contractor. All weighing, measuring, and metering devices shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in Washington State Department of Transportation Standard Specifications, Division 1, General Requirements, Article 1-09.2, Weighing Equipment.
  - 3. Provide or utilize platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. Scales shall be inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales shall be borne by the Contractor.
  - 4. A licensed weighmaster shall weigh all Contractor-furnished materials. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights. However, in any case, the Engineer will require that the Contractor furnish weight slips and daily summary weigh sheets. In such cases, furnish a duplicate weight slip or a load slip for each vehicle weighed, and deliver the slip to the Engineer at the point of delivery of the material.

5. If the material is shipped by rail, the certified car weights will be accepted, provided only actual weight of material will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material to be passed through mixing plants. Material to be measured by weight shall be weighed separately for each bid item under which it is to be paid.
6. Trucks used to haul material being paid for by weight shall be weighed empty daily and at such additional times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material be verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.

#### 1.06 REJECTED, EXCESS, OR WASTED MATERIALS

- A. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the Work, will not be paid for, and such quantities shall not be included in the final total quantities. No additional compensation will be permitted for loading, hauling, and disposing of rejected material.

#### 1.07 MEASUREMENT AND PAYMENT

##### A. Item #1: APM TERMINAL - SHORELINE REPAIRS

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents and not specifically included in other bid items: including but not limited to, mobilization, demobilization, site preparation, placement of geotextile and all work associated with the execution and closeout ~~requirements~~requirements. This bid item covers work at both APM work area and the Sitcum work area.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

##### B. Item #2: HUSKY TERMINAL - SHORELINE REPAIRS.

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents and not specifically included in other bid items: including but not limited to, mobilization, demobilization, site preparation, placement of geotextile and all work associated with the execution and closeout ~~requirements~~requirements.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

C. Item #3: OLYMPIC CONTAINER TERMINAL - SHORELINE REPAIRS.

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents and not specifically included in other bid items: including but not limited to, mobilization, demobilization, site preparation, placement of geotextile and all work associated with the execution and closeout ~~requirements~~[requirements](#).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

D. Item #4: TOTE TERMINAL - SHORELINE REPAIRS.

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents and not specifically included in other bid items: including but not limited to, mobilization, demobilization, site preparation, placement of geotextile and all work associated with the execution and closeout ~~requirements~~[requirements](#).
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

E. Item #5: APM TERMINAL - RIPRAP.

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Riprap. [This bid item covers work at both APM work area and the Sitcum work area.](#)
2. Measurement: This item will be measured by the ton.
3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.

F. Item #6: HUSKY TERMINAL - RIPRAP.

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Riprap.
2. Measurement: This item will be measured by the ton.
3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.

G. Item #7: OLYMPIC CONTAINER TERMINAL - RIPRAP.

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Riprap.

2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- H. Item #8: TOTE TERMINAL - RIPRAP.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Riprap.
  2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- I. Item #9: APM TERMINAL - QUARRY SPALLS.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Quarry Spalls. [This bid item covers work at both APM work area and the Sitcum work area.](#)
  2. Measurement: This item will be measured by the ton
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- J. Item #10: HUSKY TERMINAL - QUARRY SPALLS.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Quarry Spalls.
  2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- K. Item #11: OLYMPIC CONTAINER TERMINAL - QUARRY SPALLS.
1. Item Description: The ~~The~~ Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Quarry Spalls.
  2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- L. Item #12: TOTE TERMINAL - QUARRY SPALLS.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Quarry Spalls.

2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- M. Item #13: APM TERMINAL - ROCK TOE PROTECTION.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Rock Toe Protection. [This bid item covers work at both APM work area and the Sitcum work area.](#)
  2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- N. Item #14: HUSKY TERMINAL - ROCK TOE PROTECTION.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Rock Toe Protection.
  2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- O. Item #15: OLYMPIC CONTAINER TERMINAL - ROCK TOE PROTECTION.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Rock Toe Protection.
  2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- P. Item #16: TOTE TERMINAL - ROCK TOE PROTECTION.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the placement of Rock Toe Protection.
  2. Measurement: This item will be measured by the ton.
  3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.
- Q. Item #17: TOTE TERMINAL - DEBRIS REMOVAL.
1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to the cost of labor, tools, equipment, and materials required to remove debris and materials from the sites, transport and dispose of the material.

2. Measurement: This item will be measured by the ton.
3. Payment: This item will be paid for at the Contract unit bid price per ton based upon truck weight tickets.

Q. Item #18: OLYMPIC CONTAINER TERMINAL - WOOD PLANK

1. Item Description: The Work of this item includes all work necessary for the completion of the work defined in these contract documents; including, but not limited to materials, equipment, tools, labor, loading, transport, placement and all work associated with the installation of wood planks at OCT.
2. Measurement: This item will be measured by the square foot.
3. Payment: This item will be paid for at the Contract unit bid price per square foot for actual quantities installed.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXEUTION - NOT USED**

**END OF SECTION**