



July 30, 2021

TO: HOLDERS LIST

**SUBJECT: Administrative Building Roof Replacement
CONTRACT NO. 071522**

ADDENDUM NUMBER # 01

The purpose of this addendum is to add, remove, clarify and/or amend the following:

1. Page 00 11 13 of the project solicitation titled "Advertisement for Bids". **Delete in its entirety** the line stating, "A Bid Security Bond is not required for this project."
2. Page 00 41 00 of the project solicitation titled Bid Form is changed to reflect current WSST rate of 10.3%. Bidders may use either form, the original bid form or Addendum 01 bid form, if the tax rate of 10.3% is reflected. An updated Bid Form is attached.
3. 00 52 00 – Agreement Form. An additional 60 calendar days is added to Substantial Completion for a total of 300 days for the period of performance in addition to 30 days for final completion. The Agreement Form has been updated to reflect the change and is attached.
4. All other terms and conditions remain unchanged.

BIDDER'S NAME: _____**PROJECT TITLE: ADMINISTRATIVE BUILDING ROOF REPLACEMENT PROJECT**

The undersigned Bidder declares that it has read the Contract Documents (including documents provided by reference), understands the conditions under which the Work will be performed, has examined the Project 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 Contract Documents, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration	1	LS		
3	Demolition and Disposal	1	LS		
4	New Roof Panels and Trim	1	LS		
5	New Wall Panels and Trim	1	LS		
6	Access and Debris Containment	1	LS		
7	Unforeseen Conditions Allowance	1	LS	\$20,000	\$20,000

i.

TOTAL BID AMOUNT	
10.3% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	
BID TOTAL (WITH WSST)	

i.

Note: Show prices in figures only.

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

Principal Subcontractors/Suppliers. For Bids greater than one million (\$1,000,000) dollars, the Bidder shall list below the name of each subcontractor or supplier to whom the Bidder proposes to subcontract the portions of the work listed below, or name itself for the work.

Work to be Performed	Name of Firm
HVAC (Heating, Ventilation and Air Conditioning) Work	
Plumbing Work as described in RCW 18.106	
Electrical Work as described in RCW 19.28	

Non-Collusion Representation. The Bidder declares under penalty of perjury that the Bid submitted is 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 represents that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or encouraged any other person or corporation to refrain from bidding; and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other bidder or bidders.

RCW 39.04.350 Certification. The Bidder represents and certifies, under penalty of perjury, that within the three- (3-) year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, nor through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, nor 49.52 RCW.

Addenda. Bidder acknowledges receipt and acceptance of all Addenda through No. ____ (Identify Last Addenda By Number)

Bid Security. A certified check, cashier's check, or other obligation of a bank, or a bid bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least five (5) percent of the Base Bid Subtotal, shall be submitted with this Bid.

Apprenticeship Requirements. For Bids greater than one million (\$1,000,000) dollars, the apprentice labor hours required for this project are fifteen (15) percent of the total labor hours. The Bidder agrees to utilize this level of apprentice participation.

Name of Firm

Date

Signature

By Title

Mailing Address

City, State Zip Code

Telephone Number

Email Address

WA State Contractor's License No.

Employment Security Department No.

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

A. END OF SECTION

THIS AGREEMENT is made and entered into by and between the PORT OF TACOMA, a State of Washington municipal corporation, hereinafter designated as the "Port," and:

The "Contractor" is: _____ (Legal Name)

_____ (Address)

_____ (Address 2)

_____ (Phone No.)

The "Project" is: Administrative Building Roof Replacement Project (Title)

101339.04 | 071518 (Project/Contract No.)

1 Sitcum Plaza (Project Address)

Tacoma, WA 98421 (Project Address 2)

The "Engineer" is: Thais Howard, PE (Engineer)

Director of Engineering (Title)

thoward@portoftacoma.com (Email)

(253) 592-6706 (Phone No.)

The "Contractor's Representative" is: _____ (Representative)

_____ (Title)

_____ (Email)

_____ (Phone No.)

BACKGROUND AND REPRESENTATIONS:

The Port publicly solicited bids on the Contract Documents. The Contractor submitted a Bid to the Port on the _____ day of _____, 20__ to perform the Work.

The Contractor represents that it has the personnel, experience, qualifications, capabilities, and means to accomplish the Work in strict accordance with the Contract Documents, within the Contract Time and for the Contract Price, and that it and its Subcontractors satisfy the responsibility criteria set forth in the Contract Documents, including any supplemental responsibility criteria.

The Contractor further represents that it has carefully examined, and is fully familiar with, all provisions of the Contract Documents, including any Addenda, that it has fully satisfied itself as to the nature, location, difficulty, character, quality, and quantity of the Work required by the Contract Documents and the conditions and other matters that may be encountered at or near the Project site(s), or that may affect performance of the Work or the cost or difficulty thereof, including all applicable safety and site responsibilities, and that it understands and can satisfy all scheduling and coordination requirements and interim milestones.

AGREEMENT:

The Port and the Contractor agree as follows:

1.0 CONTRACTOR TO FULLY PERFORM THE WORK

The Contractor shall fully execute and complete the entire Work for the Project described in the Contract Documents, except to the extent specifically indicated in the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.

2.0 DATE OF COMMENCEMENT

The date of commencement of the Work, which is the date from which the Contract Time is measured, shall be fixed as the date of execution of the Contract.

3.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall achieve all interim milestones as set forth in the Contract Documents and Substantial Completion of the entire Work not later than 300 calendar days from execution of the Contract, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

Provisions for liquidated damages as a reasonable estimate of future loss, as of the date of this Agreement, are included in the Contract Documents. The parties agree that the stated liquidated damages are reasonable and not penalties individually nor cumulatively.

The liquidated damages for failure to achieve Substantial Completion by the required date shall be \$250 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$100 per calendar day.

Liquidated damages assessed by the Port will be deducted from monies due to the Contractor, or from monies that will become due to the Contractor. The liquidated damages, as specified and calculated herein, shall be levied, cumulatively if applicable, for each and every calendar day that Substantial Completion and/or Final Completion of the Work is delayed beyond the required completion dates, or the completion dates modified by the Port for extensions of the Contract Time.

4.0 CONTRACT PRICE

In accordance with the Contractor's Bid dated _____, the Port shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Price of _____ Dollars (\$_____), subject to additions and deductions as provided in the Contract Documents. State and local sales tax is not included in the Contract Price, but will be due and paid by the Port with each progress payment.

6.0 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in the Contract Documents.

This Agreement is entered into as of the day and year first written above:

CONTRACTOR

PORT OF TACOMA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Execution _____

Date: _____

END OF SECTION