



August 12, 2022

TO: NIM CROSSING PANEL REPLACEMENT

SUBJECT: RFP NO. 071721

ADDENDUM NUMBER # 02

This addendum is issued to add, remove, clarify, and amend the following:

SPECIFICATIONS

A. Section 00 41 00 – Bid Form

1. **REVISE** the Bid Form to include an additional bid item for welded rail joint to existing rail of the same size and renumber bid items #5 and #6.

B. Section 01 20 00 – Price and Payment Procedures

1. **REVISE** section 1.07.D to clarify that Bid Item #4 shall exclude proposed rail welds to tie back into existing rail.
2. **ADD** section 1.07.E Item #5 Welded Rail Joint to Existing Rail of the Same Size
3. **REVISE** section 1.07.E Item #5 to section 1.07.F Item #6
4. **REVISE** section 1.07.F Item #6 to section 1.07.G Item #7

DRAWINGS

A. Drawing R5 – Rail Details (Sheet 6)

1. **DELETE** and **REPLACE** steel crosstie detail with new detail showing a steel crosstie with a cant.

ATTACHMENTS:

Attachment A – Section 00 41 00 Bid Form

Attachment B – Section 01 20 00 Price and Payment Procedures

Attachment C – Drawing Sheet R5 Rail Details

BIDDER'S NAME: _____

PROJECT TITLE: NIM CROSSING PANEL REPLACEMENT

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 of Existing Panels and Pavement	1	LS		
4	Construction of new track and concrete paving	1	LS		
5	Welded Rail Joint to Existing Rail of the Same Size	10	EA		
6	Compromise Welded Rail Joint to Existing Rail	2	EA		
7	Unforeseen Conditions Allowance	1	LS	\$25,000	\$25,000

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

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.

Schedule of Unit Prices. The unit prices are proposed to apply only in the event of additions to, or deletions from, the work required and ordered. All prices shall include complete installation without Washington State Sales Tax. The bidder shall propose a price for each item; failure to propose a price for each item may render the bid non-responsive. The Port reserves the right to accept or reject the unit prices proposed.

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

PART 1 - GENERAL

1.01 SUMMARY

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
 - 1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. For each pay estimate the Contractor shall submit the following:
 - 1. Completed Contractor invoice and updated Schedule of Values tracking sheet as required by Division 01 or as established by the Engineer.
 - 2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
 - 3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
 - 4. Completed "Conditional Release and Waiver of Liens and Claims."
 - 5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.
- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
 - 1. Prior to the payment application meeting, 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 prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
 - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
 - 4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.
- D. Following the Engineers' review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentation, using e-Builder®.

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.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension indicated in the Contractor's submitted bid. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.
2. When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Engineer in writing, the material may be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Resident Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be accepted.

D. Measurement by Area: Measurement by area will be by the square dimension shown on the Contract Drawings or as specified. Method of square measurement will be as specified.

E. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Contractor's submitted bid. Unless otherwise indicated, items, components, or Work to be measured on a linear basis will be measured at the centerline of the item in place.

F. Field Measurement for Payment:

1. The Contractor shall take all measurements by providing equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein. No allowance will be made for specified tolerances.
2. The Engineer will verify all quantities of Work performed by the Contractor on a unit-price basis, for progress payment purposes.

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: Mobilization and Demobilization

1. Payment for Mobilization and Demobilization shall be for preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of its personnel, equipment, supplies and incidentals to and from the project site; temporary facilities and controls; for the establishment and removal of its offices, buildings and other facilities necessary for work on the project; for other work and operations which it must perform or costs it must incur before beginning production work on the various items on the project site, and for removal of personnel, equipment, supplies, offices, building facilities, sheds, fencing, and other incidentals from the site.
2. Mobilization and Demobilization shall be paid at the lump sum price listed in the Contractor's submitted bid. Incremental payment shall be made for each location as follows:
 - a. 40% after completion of 5% of the total contract amount of other bid items have been earned.
 - b. 40% after completion of 20% of the total contract amount of other bid items have been earned.
 - c. 20% after completion of all work on the project has been completed, including cleanup and acceptance of the project by the Port.

B. Item #2: Project Administration

1. Item Description: The Work of this item includes all administrative costs associated with administering and supervising the project including, but not limited to supervision of personnel, coordination of all work activities, coordination of subcontractors and/or suppliers, preparation and transmittal of submittals, permit acquisitions, for premiums on bonds and insurance for the project, and project overhead.
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: Demolition and Disposal of Existing Panels and Pavement

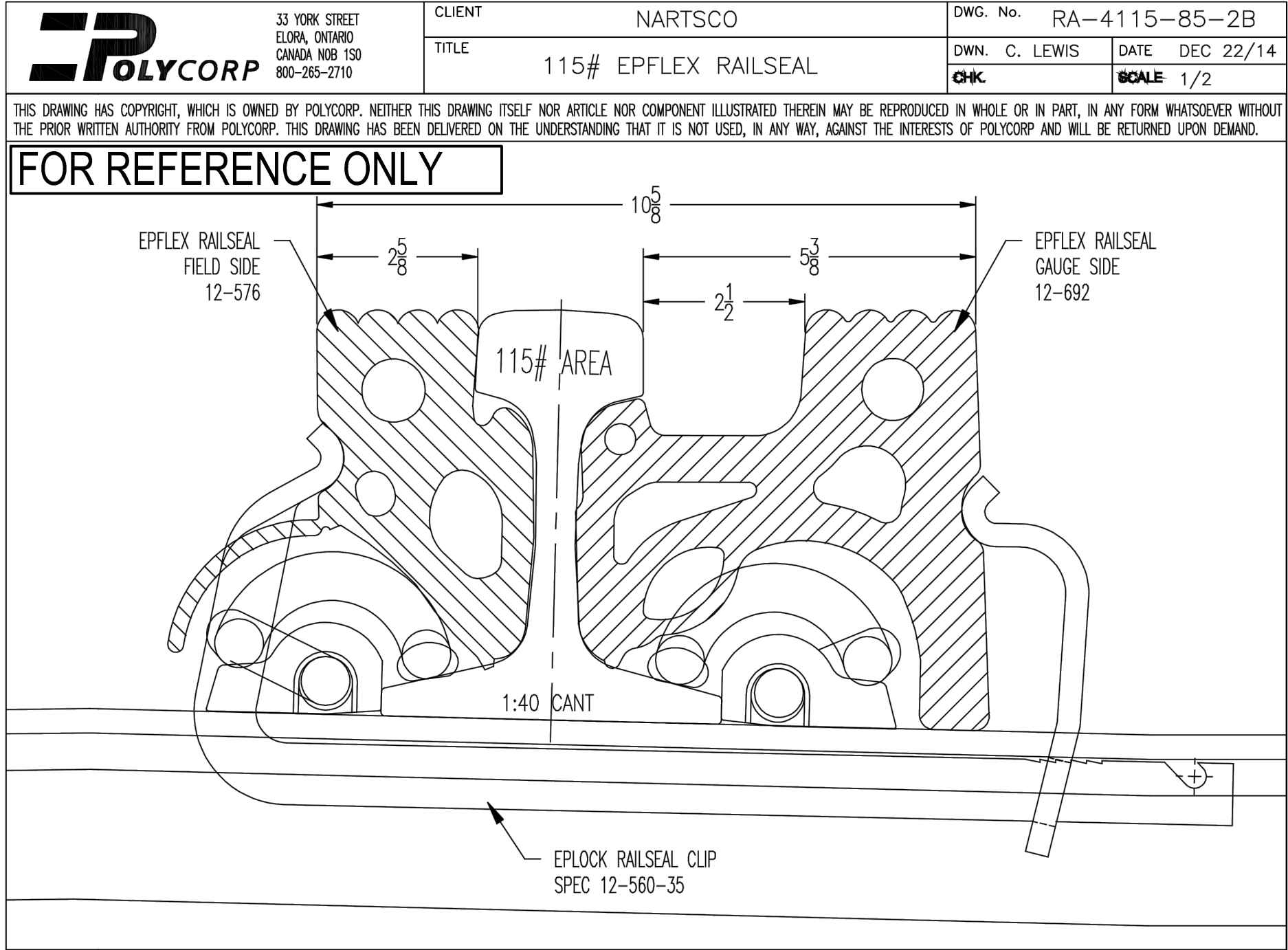
1. Item Description: The Work of this item includes demolition and removal of existing concrete paving and rail track.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

- D. Item #4: Construction of new track and concrete paving.
1. Item Description: The Work of this item includes placement of new cast-in-place concrete paving and construction of new railroad ties and track to match the existing path and profile including welds between sticks of new rail. The Work of this item shall exclude rail welds between new rail and existing rail which will be paid per items #5 or #6 below.
 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: Welded Rail Joint to Existing Rail of the Same Size.
1. Item Description: This item includes welding rail joints between new rail and existing rail of the same size.
 2. Measurement: This item will be measured by the total number of welded joints made in the field.
 3. Payment: this item will be paid at the unit price per each welded rail joint to existing rail of the same size.
- F. Item #6: Compromise Welded Rail Joint to Existing Rail.
1. Item Description: This item includes welding rail joints between new rail and existing rail should a mismatch in rail size be discovered in the field.
 2. Measurement: This item will be measured by the total number of welded joints made in the field.
 3. Payment: This item will be paid at the unit price per each welded rail joint.
- G. Item #7: Unforeseen Conditions Allowance.
1. Item Description: This allowance will be for UNFORESEEN CONDITIONS for work unidentified at the time of bid and will be paid preferably as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be paid on a time and materials basis per section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work. This entire bid item may or may not be used.
 2. Measurement: This item will be measured based upon the method agreed upon for each Minor Change issued.
 3. Payment: This item will be paid for at the price agreed upon for each Change in Work issued by the Engineer in accordance with procedures noted in Section 01 26 00 – Change Management Procedures.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXEUCION - NOT USED

Attachment C – Drawing Sheet R5 Rail Details



1 RUBBER FILLER DETAIL
SCALE: NTS

