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www.portoftacoma.com

OCTOBER 24, 2017

TO: PLANHOLDERS

SUBJECT: UCCMS IRRIGATION  
PROJECT NO. 101181.01  
CONTRACT NO. 070688

### **ADDENDUM NUMBER 02**

This addendum is issued to amend the following:

#### **SPECIFICATIONS**

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

1. **DELETE** and **REPLACE** Section 00 11 13 – Advertisement for Bids with the attached, revised Section 00 11 13 – Advertisement for Bids (Attachment A)

##### **B. SECTION 00 52 00 – AGREEMENT**

1. **DELETE** and **REPLACE** Section 00 52 00 – Agreement with the attached, revised Section 00 52 00 – Agreement (Attachment B)

##### **C. SECTION 01 10 00 – SUMMARY**

1. **DELETE** and **REPLACE** Section 01 10 00 – Summary with the attached, revised Section 01 10 00 – Summary (Attachment C)

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

1. **DELETE** and **REPLACE** Section 01 20 00 – Price and Payment Procedures with the attached, revised Section 01 20 00 – Price and Payment Procedures (Attachment D)

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

#### **END OF SECTION**

**ATTACHMENT A** – Revised Section 00 11 13 – Advertisement for Bids

**ATTACHMENT B** – Revised Section 00 52 00 – Agreement Form

**ATTACHMENT C** – Revised Section 01 10 00 – Summary

**ATTACHMENT D** – Revised Section 01 20 00 – Price and Payment Procedures

**THE PORT OF TACOMA IS CURRENTLY ACCEPTING SEALED BIDS FOR CONSTRUCTION OF  
THE FOLLOWING:**

**UCCMS IRRIGATION  
PROJECT NO. 101181.01 | CONTRACT NO. 070688**

Scope of Work:

The work required for this project includes:

Fall of 2017 activities include:

- Winterization of the existing system to include blowing out lines and other required items to maintain system integrity over the winter;
- Removal of temporary lines from channels;
- Removal and replacement of all existing sprinkler heads (280) with new or as required as part of the redesign (existing heads to be turned over to the Port);
- Removal and replacement of existing controllers (12) with new or as required as part of the redesign (existing controllers to be turned over to the Port).

Spring of 2018 activities include:

- Redesign of existing system and or design of new system or both to meet specified watering requirements in areas indicated on the provided graphic;
- Installation of new and/or modification of existing system or both as required to meet specified watering requirements.

Summer of 2018 activities include:

- Maintenance of installed systems including adjustments and modifications as necessary to meet specified watering requirements.

Fall of ~~2018~~2019 activities include:

- Removal of installed irrigation components including all piping, wiring, heads, controller and entire system up to the site main connection. Buried piping may be abandoned in place when located more than 6" below the surface or if removal will displaced vegetation and require site restoration;
- Double check assembly to be turned over to the Port of Tacoma;
- Water system to yard hydrant to remain intact and operational;
- Restore all areas damaged by the removal to match adjacent areas to include the backfilling of any major depressions and holes.

**Bid Estimate:** Estimated cost range is \$75,000.00 to \$92,000.00, plus Washington State Sales Tax (WSST).

**Sealed Bid Date/Time/Location:** Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington until **2:00 P.M. on 10/30/2017**, at which time they will be publicly opened and read aloud.

**Site Tour:** A site visit has been set for **10:00 A.M. on 10/18/2017**. The site visit will convene at 3714 Gay Road East, Tacoma, WA 98443. Bidders are encouraged to attend the site visit to see current conditions.

Attendees are required to provide their own Personal Protective Equipment for the site visit. The site is a developing wetland; site conditions may include muddy and soft areas, standing water and difficult walking conditions. Please wear appropriate clothing and footwear such as knee high boots or waders and appropriate outer clothing based on weather conditions.

Attendees will be required to sign a Release and Acceptance of Responsibility and Acknowledgement of Risks Form prior to entering the site.

**Bidding Security:** Each bid must be accompanied by a Certified Check or Bid Security Bond in an amount equal to five (5) percent of the bid.

**Contact Information:** All questions are to be put into writing to the Port at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com). No oral answers will be binding by the Port.

**Bidding Documents:** Plans, Specifications, Addenda, and Plan Holders List for this project are available on-line through The Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts"; "Procurement", and then the Procurement Number 070688. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.

Contact [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) with questions. Holder's Lists will be updated regularly. Additional Instructions available in 00 21 00 - Instructions to Bidders.

#### **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:

<b>The "Contractor":</b>	_____	<b>(Legal Name)</b>
	_____	(Address)
	_____	(Address 2)
	_____	(Phone No.)
<b>The "Project" is:</b>	<u><b>UCCMS Irrigation</b></u>	<b>(Title)</b>
	<u>101181.01   070688</u>	(Project/ Contract No.)
	<u>3714 Gay Road East</u>	(Project Address)
	<u>Tacoma, WA 98443</u>	(Project Address 2)
<b>The "Engineer" is:</b>	<u><b>Jane Vandenberg, PE</b></u>	<b>(Engineer)</b>
	<u>Director of Engineering</u>	(Title)
	<u><a href="mailto:jvandenberg@portoftacoma.com">jvandenberg@portoftacoma.com</a></u>	(Email)
	<u>(253) 592-<del>6777</del>6706</u>	(Phone No.)
<b>The "Contractor's Representative" is:</b>	_____	<b>(Representative)</b>
	_____	Title
	_____	(Email)
	_____	(Phone No.)

**BACKGROUND AND REPRESENTATIONS:**

The Port has caused Drawings, Specifications, and other Contract Documents to be prepared for the performance of Work on the Project.

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 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 this agreement is executed.

### **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 **December 31, 2018**, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the 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 not penalties individually or cumulatively.

The liquidated damages for failure to achieve Substantial Completion by the prescribed date shall be **\$0** per calendar day. After the prescribed Final Completion date, the liquidated damages for failure to achieve Final Completion shall be **\$0** 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 for each and every calendar day that Substantial Completion and/or Final Completion of the work is delayed beyond the prescribed 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.

#### 5.0 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**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

- A. The accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.
1. The Work under this contract is to provide, furnish and install all labor, materials and equipment required to complete the work as described in these documents.
  2. The UCCMS Irrigation consists of the following:
    - a. Fall of 2017 activities include:
      - i. Winterization of the existing system to include blowing out lines and other required items to maintain system integrity over the winter
      - ii. Removal of temporary lines from channels
      - iii. Removal and replacement of all existing sprinkler heads (280) with new or as required as part of the redesign (existing heads to be turned over to the Port).
      - iv. Removal and replacement of existing controllers (12) with new or as required as part of the redesign (existing controllers to be turned over to the Port)
    - b. Spring of 2018 activities include:
      - i. Redesign of existing system and or design of new system or both to meet specified watering requirements in areas indicated on the provided graphic
      - ii. Installation of new and/or modification of existing system or both as required to meet specified watering requirements
    - c. Summer of 2018
      - i. Maintenance of installed systems including adjustments and modifications as necessary to meet specified watering requirements
    - d. Fall of ~~2018~~2019
      - i. Removal of installed irrigation components including all piping, wiring, heads, controller and entire system up to the site main connection. Buried piping may be abandoned in place when located more than 6" below the surface or if removal will displaced vegetation and require site restoration.
      - ii. Double check assembly to be turned over to the Port of Tacoma
      - iii. Water system to yard hydrant to remain intact and operational
      - iv. Restore all areas damaged by the removal to match adjacent areas to include the backfilling of any major depressions and holes.
  3. Water meter is currently in the Port of Tacoma's name and shall remain as such. The Port will continue to pay for all irrigation water costs associated with the Project.
  4. At the contractor's option, pumping from the stream channels on site for irrigation purposes is allowed provided all permit obligations are met including but not limited to the following:
    - a. Watering plan approval
    - b. Fish Exclusion in accordance with the Hydraulic Permit Application
    - c. Secondary containment of all petroleum or diesel powered equipment

- d. All costs associated with this option for fuel and others shall be included in the contractor's price

## 1.02 LOCATION

- A. The work is located at 3714 Gay Road in Pierce County Washington.

## 1.03 WORK PERFORMED UNDER SEPARATE CONTRACTS

- A. The Contractor shall, by way of the Engineer, familiarize itself with other contracts which have been awarded, about to be awarded or are in progress in the same or immediate area. The Contractor shall coordinate the progress of its work with the established schedules for completion and phasing.
  - 1. UCCMS Invasive Weed Control
    - a. Project Lead: David Myers
    - b. Description: Invasive plant control including herbicide applications and or hand removal of plants.
  - 2. UCCMS Plant Maintenance and Replacement
    - a. Project Lead: David Myers
    - b. Description: Plant maintenance including mulch replenishment, plant replacement, mulch ring vegetation management and general plant health.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**



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## **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. 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. 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.
- C. Following the Engineers' review, the Contractor shall prepare an original pay estimate with complete supporting documentation attached and submit it electronically using Adobe PDF file format to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com)
- D. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.

### **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 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 completion and submittal and approval of the following:
    - a. All bonds and insurance certificates
    - b. Initial Submittal Schedule
    - c. Schedule of Values
    - d. Project schedule
    - e. Health and Safety and Spill Prevention, Control and Countermeasures (SPCC) Plans
    - f. Establishing Contractor's Project Manager, Superintendent, and other required specified personnel on the Work site.
    - g. Furnishing and installing all temporary facilities and controls as needed for the safe and proper completion of the work, including utilities, ~~sanitary facilities~~, staging and entrance areas as specified.
    - h. Mobilization onto the site required in support of the Contractor's first 30 days of operations.
  - 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. 25% after completion of 2017 Winterization work.
    - b. 50% after completion of the redesign/design and modification/installation of the system(s) components in the spring of 2018.
    - c. 25% after completion of all work on the project has been completed, including removal of all irrigation components, cleanup and acceptance of the project by the Port.

B. Item #2: 2017 Winterization

1. Item Description: The Work of this item includes all labor and materials associated with the removal and replacement of all existing sprinkler heads and controllers and the winterization of the entire existing system.
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: Redesign and Modification of Existing System

1. Item Description: The Work of this item includes all labor and materials associated with the redesign and modification associated with the existing system.
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: Design and Installation of New System

1. Item Description: The Work of this item includes all labor and materials associated with the design and installation associated with any new system(s) including any costs associated with potential utility district connections and meter costs.
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: System Management

1. Item Description: The Work of this item includes all labor and materials associated with the management of the irrigation system(s) including adjustment of controllers, heads and system components to achieve performance 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.

F. Item #6: System(s) Removal

1. Item Description: The Work of this item includes all labor and materials associated with the removal of the existing system(s) including cutting, capping, site restoration, disposal of system components and site cleanup.
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.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXEUCION - NOT USED**

**END OF SECTION**