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OCTOBER 24, 2017

TO: PLANHOLDERS

SUBJECT: UCCMS INVASIVE WEED CONTROL  
PROJECT NO. 101181.01  
CONTRACT NO. 070692

### **ADDENDUM NUMBER 03**

This addendum is issued to amend the following:

#### **SPECIFICATIONS**

##### **A. SECTION 00 41 00 – BID FORM**

1. **DELETE** and **REPLACE** Section 00 41 00 – Bid Form with the attached, revised Section 00 41 00 – Bid Form (Attachment A)

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

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

##### **C. SECTION 01 20 00 – PRICE AND PAYMENT PROCEDURE**

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

**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 41 00 – Bid Form

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

**ATTACHMENT C** – Revised Section 01 20 00 – Price and Payment Procedure

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

**PROJECT TITLE:** UCCMS Invasive Weed Control

Contractor bids to furnish all the labor, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, and other accessories and services necessary to estimate, perform, and complete all of the work required by and in strict accordance with the project documents and the implied intent thereof, for the dollar values as identified in the following Schedule of Unit Prices. Contractor shall allocate overhead, insurance, fees, profit and all project costs to Unit Prices as deemed appropriate. **All Contract costs shall be reflected in the Schedule of Unit Prices except Washington State Sales Tax.**

The following **Schedule of Unit Prices** is a list of work items and quantities that will be used for calculating a total amount in order to determine the low Bidder. The methodology being utilized includes unit quantities that will be applied to the Schedule of Unit Prices supplied by the Bidder. The Bidder shall write its loaded unit prices, extension calculations and the total bid price. After the bid opening, the Port will verify mathematical accuracy with respect to the extensions of unit bid prices and the total bid price. The Contract shall be awarded to the lowest responsible and responsive Bidder. The stated unit bid quantities will specifically not be a part of the resultant Contract Documents. The Port does not represent or warrant to the Bidder that the actual work provided under this Contract will be consistent with unit quantities that may be assigned by the Port for purposes of determining the low Bidder. On the contrary, the actual work provided under this Contract may vary substantially from the unit quantities assigned by the Port for purposes of determining the basis of award, and the winning Bidder shall not be entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between actual unit quantities and those used for purposes of determining the basis of award.

### Schedule of Unit Prices:

| ITEM NO. | DESCRIPTION OF ITEM                     | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------|---|-----|---------------------|------------|-------------------|
| 1        | Mobilization/Demobilization             | EA  | 2                   |            |                   |
| 2        | Truck (pickup)                          | Day | 80                  |            |                   |
| 3        | Truck (flatbed) – Stake Bed or Enclosed | Day | 5                   |            |                   |
| 4        | Truck (3yd dump box)                    | Day | 2                   |            |                   |
| 5        | Trailer                                 | Day | 5                   |            |                   |
| 6        | Generator                               | Day | 10                  |            |                   |
| 7        | Tank 500 Gal., Poly                     | Day | 10                  |            |                   |
| 68       | Hose, ¾ x 100'                          | EA  | 2                   |            |                   |
| 9        | Pump 2" Submersible                     | Day | 10                  |            |                   |

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS  
SECTION 00 41 00 - BID FORM

| ITEM NO.      | DESCRIPTION OF ITEM               | UOM              | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|---------------|-----------------------------------|------------------|---------------------|------------|-------------------|
| <del>10</del> | <del>Portable Toilet Rental</del> | <del>Month</del> | <del>10</del>       |            |                   |

**Small Tools**

| ITEM NO.       | DESCRIPTION OF ITEM | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|----------------|---------------------|-----|---------------------|------------|-------------------|
| <del>744</del> | Weed Eater          | Day | 5                   |            |                   |
| <del>842</del> | Backpack Sprayer    | Day | 80                  |            |                   |

**Trained Labor**

| ITEM NO.        | DESCRIPTION OF ITEM     | UOM | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|-----------------|-------------------------|-----|---------------------|------------|-------------------|
| <del>943</del>  | Laborer                 | HR  | 2560                |            |                   |
| <del>1044</del> | Superintendent/ Foreman | HR  | 640                 |            |                   |

**Materials**

| ITEM NO.        | DESCRIPTION OF ITEM         | UOM   | Unit Bid Quantities | UNIT PRICE | Extension Amounts |
|-----------------|-----------------------------|-------|---------------------|------------|-------------------|
| <del>1145</del> | Herbicide                   | GAL   | 20                  |            |                   |
| <del>1246</del> | Marking dye                 | GAL   | 5                   |            |                   |
| <del>1347</del> | Surfactant                  | GAL   | 5                   |            |                   |
| <del>1448</del> | 30" high Pin Flags          | Gross | 5                   |            |                   |
| <del>1549</del> | Herbicide Application Signs | Gross | 1                   |            |                   |

| Item No.                | Description of Item   | UOM | Unit Bid Quantities | Unit Price | Extension Amounts |
|-------------------------|---|-----|---------------------|------------|-------------------|
| <del>1620</del>         | To waste disposal site, noxious or invasive plant material & pulled or cut material | TON | 5                   |            |                   |
| <b>TOTAL BID PRICE:</b> |   |     |                     |            |                   |

**Note: All Unit prices must be filled in with numbers. If there is no charge for an item, mark with a zero.**

Progress Payment Retention. In accordance with RCW 60.28.011, the undersigned elects that, during the life of the Contract, the money withheld from Contract progress payments be retained as indicated below. Failure to indicate a choice shall be construed as approval of Item (a).

- a. Retained percentages will be retained by the Port in a fund; or \_\_\_\_\_  
(Initials)
- b. Deposited by the Port in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or \_\_\_\_\_  
(Initials)
- c. Placed in escrow with a bank or trust company; or \_\_\_\_\_  
(Initials)
- d. Retainage Bond in an amount equal to 5% of the Contract Sum plus Change Orders. \_\_\_\_\_  
(Initials)

NOTE: Accounts and deposits made under Items (b) and (c), above, must be in a bank which is listed on the State of Washington Public Depositaries current list.

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

Bid Security. A certified check, cashier's check, or other obligation of a bank, or a bid security bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least 5% of the total bid without sales tax, accompanies this bid.

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 bidders.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
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

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>                     | <hr/> <hr/> <hr/> <hr/>   | <b>(Legal Name)</b><br><br>(Address)<br><br>(Address 2)<br><br>(Phone No.)                       |
| <b>The "Project" is:</b>                     | <b><u>UCCMS Invasive Weed Control</u></b><br><br><u>101181.01   070692</u><br><br><u>3714 Gay Road East</u><br><br><u>Tacoma, WA 98443</u>  | <b>(Title)</b><br>(Project/<br>Contract No.)<br><br>(Project Address)<br><br>(Project Address 2) |
| <b>The "Engineer" is:</b>                    | <b><u>Jane Vandenberg, PE</u></b><br><br><u>Director of Engineering</u><br><br><u><a href="mailto:jvandenberg@portoftacoma.com">jvandenberg@portoftacoma.com</a></u><br><br><u>(253) 592-67066777</u> | <b>(Engineer)</b><br><br>(Title)<br><br>(Email)<br><br>(Phone No.)                               |
| <b>The "Contractor's Representative" is:</b> | <hr/> <hr/> <hr/> <hr/>   | <b>(Representative)</b><br><br>Title<br><br>(Email)<br><br>(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 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 PAYMENT PROCEDURES**

- A. Prior to submitting pay estimates to the Port, the Contractor and the Engineer shall review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed. All quantity backup documentation shall be submitted to the Engineer with the draft pay estimate. Following the Engineer's review, the Contractor shall prepare an original pay estimate with all required documentation attached and submit electronically using Adobe PDF file format to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com).

### **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).
  - 1. All incidental work, including work not specifically identified in the measurement and payment sections identified below, but necessary to complete each line item listed below, shall be included in the bid item prices. Temporary Facilities and Controls, Construction Pollution Prevention, and traffic control are incidental to the work and shall be included in the bid item prices as appropriate.
  - 2. For tasks that are necessary for the completion of the work but fall outside the scope of services included as a bid item, the additional work will be paid preferably as negotiated unit price(s) or lump sum(s) or on a time and material basis if unit pricing or lump sums cannot be negotiated at the time of negotiation.

### **1.04 MEASUREMENT PROCEDURES**

- A. Measurement will be made in whole units for all types of material, labor, and equipment utilized.
- B. All equipment, materials, and labor used shall be entered on Daily Report Forms and submitted to the Engineer for Verification against Contractor's application for payment. Submit all daily reports to the Engineer for work performed the previous week no later than the following Monday for concurrence and approval.

### **1.05 MEASUREMENT FOR PAYMENT**

- A. Measurement for payment will be at the Lump sum or Unit Price as stipulated in the Bid Form for the items listed below. Payment shall be considered full compensation for furnishing all labor, materials and equipment to complete the Work specified.
  - 1. Payment for equipment will not start until the equipment is on-site, ready to operate and being used. No payment will be made for equipment that will not function properly, requiring or being repaired or for lack of the proper personnel to operate it. Equipment is furnished complete and ready to work.
  - 2. The Port will pay the proposed rate for the required equipment only as long as it is required. The Port will not pay for standby or non-operating time for equipment. The Contractor's general superintendent further agrees to inform the Port Project Manager when the work is complete prior to release of equipment.

3. The following sets forth a general description of the work covered in each bid item and may not be all inclusive. All work specifically indicated to be within these Specifications shall be performed whether or not specifically listed under an item description.

A. BID ITEM NO. 1 - MOBILIZATION AND DEMOBILIZATION

- i. Payment for MOBILIZATION AND DEMOBILIZATION shall be for preparatory and cleanup 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; for premiums on bonds and insurance for the Project, L&I Intents and Affidavits and for other work and operations which must be performed or costs incurred before beginning work on the Project Site.
- ii. Annual work will have a single mobilization / demobilization cost to the site from the Contractor's facility unless approved by the Engineer in the original estimate.
- iii. Mobilization and Demobilization shall be paid at the per each unit price listed in the bid form for each year.

B. BID ITEM NO. 2 TRUCK (PICKUP)

- i. Use of Truck (Pickup) shall be measured and paid per day based on the rate set on the bid form.

C. BID ITEM NO. 3 TRUCK (FLATBED) – STAKE BED OR ENCLOSED BOX

- i. Use of Truck (Flatbed) shall be measured and paid per day based on the rate set on the bid form.

D. BID ITEM NO. 4 TRUCK (3YD DUMP BOX)

- i. Use of Truck (3 yd dump box) shall be measured and paid per day based on the rate set on the bid form.

E. BID ITEM NO. 5 TRAILER

- i. Use of Trailer associated with Bid Items 2 and 3 shall be measured and paid per day based on the rate set on the bid form.

~~F. BID ITEM NO. 6 – GENERATOR~~

- ~~i. Use of Generator shall be measured and paid per day based on the rate set on the bid form.~~

~~G. BID ITEM NO. 7 – TANK 500 GAL., POLY~~

- ~~i. Use of Tank 500 Gal., Poly shall be measured and paid per day based on the rate set on the bid form.~~

~~H.F.~~ BID ITEM NO. ~~68~~ – HOSE,  $\frac{3}{4}$  X 100'

- i. Use of Hose,  $\frac{3}{4}$  x 100' shall be measured and paid per each based on the rate set on the bid form.

~~I. BID ITEM NO. 9 – PUMP 2" SUBMERSIBLE~~

- ~~i. Use of Pump 2" submersible shall be measured and paid per day based on the rate set on the bid form.~~

~~J. BID ITEM NO. 10 – PORTABLE TOILET RENTAL~~

- ~~i. Use of Portable Toilet Rental shall be measured and paid month day based on the rate set on the bid form.~~

Measurement and Payment for Small Tools

~~K.G.~~ BID ITEMS NO. ~~07 – 08 11 – 12~~

- i. Use Bid Items No. ~~07 – 08 11 – 12~~, Small Tools, shall be measured and paid per day based on the rate set on the bid form for each item.

Measurement and Payment for Trained Labor

~~L.H.~~ BID ITEM NO ~~09 13~~ - LABOR

- i. This item is the total cost to the Port for each hour of labor, including fringe benefits, small tool allowance, travel, overhead and profit, etc., regardless of classification.

~~M.I.~~ BID ITEM NO ~~10 14~~ - SUPERINTENDENT/FOREMAN

- i. This item is the total cost to the Port for each hour of labor, including fringe benefits, small tool allowance, travel, overhead and profit, etc., regardless of classification.

Measurement and Payment for Materials

~~N.J.~~ BID ITEM NO. ~~11 15~~ – HERBICIDE

- i. The unit price will be measured and paid for per Gallon for the material provided.

~~O.K.~~ BID ITEM NO. ~~12 16~~ – MARKING DYE

- i. The unit price will be measured and paid for per Gallon for the material provided.

~~P.L.~~ BID ITEM NO. ~~13 17~~ – SURFACTANT

- i. The unit price will be measured and paid for per Gallon for the material provided.

~~Q.M.~~ BID ITEM NO. ~~14 18~~ – 30" High PIN FLAGS

- i. The unit price will be measured and paid for per gross (100) for the material provided.

~~R.N.~~ BID ITEM NO. ~~15 19~~ – HERBICIDE APPLICATION SIGNS

- i. The unit price will be measured and paid for per gross (100) for the material provided.

Measurement and Payment for Hauling and Disposal as Complete Service

~~S.O.~~ BID ITEM NO. ~~16 20~~ TO WASTE DISPOSAL SITE, NOXIOUS OR INVASIVE PLANT MATERIAL & PULLED OR CUT MATERIAL

- i. The hauling and disposal of materials to a waste disposal site will be measured and paid for by the ton, as verified by certified scale weight tickets.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**