

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

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**END OF SECTION**

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

**PROJECT TITLE:** PARCEL 77 AUTO IMPORT TERMINAL

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 proposal 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 of the Port of Tacoma, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the lump sum or unit price(s) set forth below:

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

Taxable Bid Items (Rule 170 WAC 458-20-170)

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Mobilization and Demobilization	1	LS		
2	Site Preparation And Site Demolition	1	LS		
3	Building Demolition	1	LS		
4	Excavation And Grading	1	LS		
5	Hot Mix Asphalt Pavement and Crushed Surfacing	1	LS		
6	Concrete Pavement	1	LS		
7	Fencing And Gates	1	LS		
8	Landscaping	1	LS		
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11	Stormwater Bioretention Swales	1	LS		
12	Stormwater Treatment Vault Components	1	LS		
13	Site Utilities	1	LS		
14	Site Electrical, Lighting and Data Distribution Systems	1	LS		
15	New Outfall and Stormwater Manhole and Piping in Alexander Right of Way	1	LS		
16	Removal And Disposal Of Buried Structures Allowance	1	LS	\$150,000	\$150,000
17	Removal And Disposal Of Contaminated Material Allowance	1	LS	\$80,000	\$80,000
18	Temporary Pumping of Stormwater per C2.6 Allowance	1	LS	\$20,000	\$20,000

TOTAL BID AMOUNT	
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~~Proposed Bid Alternates. Total bid amount shall be based on all bid items and alternatives. The Alternative items are not included in Contract at this time. One alternate will be issued as a change order during construction anticipated on or before 08/15/18.~~

TAXABLE BASE BID SUBTOTAL	
10.1% WASHINGTON STATE SALES TAX (WSST)	
<del>TAX-EXEMPT BASE BID SUBTOTAL</del>	
NOT TO EXCEED BID TOTAL (WITH WSST)	

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.

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)
- i. \_\_\_\_\_  
(Name of Bank, Mutual Savings Bank or S&L Assoc.)
- ii. \_\_\_\_\_  
(Address)
- c. Placed in escrow with a bank or trust company; or \_\_\_\_\_  
(Initials)
- i. \_\_\_\_\_  
(Name of Financial Institution)
- ii. \_\_\_\_\_  
(Address)
- iii. \_\_\_\_\_  
(Type of Security)
- d. Retainage Bond in an amount equal to 5% of the Contract Sum plus Change Orders. \_\_\_\_\_

(Initials)

The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least A minus, FSC(6), or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.

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.

Trench Excavation Safety Provision. If the bid amount contains work which requires trenching exceeding a depth of 4 feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with RCW 39.04 and WAC 296-155-650. Bidder shall include a lump sum amount, excluding Washington State Sales Tax. If trench excavation safety provisions do not pertain to the Work, the Bidder should enter "N.A." or "Not Applicable" in the blank on the Bid Form.

Trench Excavation Safety: \_\_\_\_\_ (Total in Written Figures Only)

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.

Principal Subcontractors/Suppliers. 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	

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

**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. 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.
- E. An updated project schedule shall be submitted with each pay 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 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.

#### 1.06 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. Health Safety and Emergency Site Plan (HASP)
    - b. Schedule of Values
    - c. Detailed CPM progress schedule
    - d. Erosion and Sediment Control Plan
    - e. Soil Management Plan
    - f. Establishing Contractor's Project Manager, Superintendent, and other required specified personnel on the Work site full time.
    - g. Furnishing and installing all temporary facilities and controls as needed for the safe and proper completion of the work, including utilities, sanitary facilities, barriers and enclosures, fences, staging and entrance areas, and field offices, as specified.

- h. Mobilization onto the site required in support of the Contractor's first 30 days of operations.
      - i. Furnishing and installing project signs, as specified.
    - 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: Site preparation and site demolition
  - 1. Item Description: This item includes all Work to prepare the site for construction including utility locates, TESC, protection or abandonment of existing monitoring wells, and miscellaneous demolition and all other temporary construction measures required for the project and included in the Contract Documents.
  - 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: Building demolition
  - 1. Item Description: This item includes all Work to demolish and remove two buildings on site, including complying with the Hazardous Waste Survey included in the Contract Documents.
  - 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: Excavation and grading
  - 1. Item Description: This item includes all Work to grade the site including site stripping, disposal of stripping, excavation and placement on-site fill, fine grading and related work required to prepare finish grades on the site per the Contract Documents
  - 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: Hot mix asphalt paving and crushed surfacing
  - 1. Item Description: This item includes all Work to furnish and install crushed surfacing and hot mix asphalt paving on the site per the Contract Documents.

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.

4. Asphalt Cost Price Adjustment: The Port will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The Contractor shall submit all truck delivery tickets for all HMA quantities delivered to the site to the Port with each pay application. The adjustment will be made by Change Order based on actual quantities per ton documented by delivery tickets for asphalt material delivered on site in a given month and as follows:

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Port does not guarantee that asphalt binder will be available at the reference cost. The base cost established for this contract is the reference cost for the period beginning 5/16/2018 and ending 5/31/2018 as posted on the Washington State Department of Transportation (WSDOT) Construction Office website at:

<http://www.wsdot.wa.gov/Business/Construction/AsphaltBinderReferenceCost.htm>

WSDOT establishes the asphalt binder reference cost twice each month and posts the information on the Agency website at:

<http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm>

Adjustments will be based on the most current reference cost for Western Washington as posted on the WSDOT website. For work completed after Contract Time is expired, the adjustment will be based on the posted reference cost during which Contract Time was exhausted. The adjustment will be calculated as follows:

No adjustment will be made if the reference cost is within 7% of the base cost.

If the reference cost is greater than or equal to 107% of the base cost, then Adjustment = (Current Reference Cost – (1.07 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 93% of the base cost, then Adjustment = (Current Reference Cost – (0.93 x Base Cost)) x (Q x 0.056).

Where Q = total tons of all classes of HMA delivered on site as documented by delivery tickets for the month to be adjusted.

F. Item # 6: Concrete pavement

1. Item Description: The item includes all Work to furnish and install concrete paving per the Contract Documents.
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.

G. Item # 7: Fencing and gates

1. Item Description: This item includes all Work to furnish and install permanent fence, gates, gate motor, actuator and support, bollards and guardrail and related work necessary for a complete installation per the Contract Documents.

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.

H. Item # 8: Landscaping

1. Item Description: This item includes all Work to furnish and install landscaping and related work necessary for a complete installation per the Contract Documents.
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.

I. Item # 9: Pavement markings

1. Item Description: This item includes all Work to furnish and install pavement markings, striping and letters and numbers per the Contract Documents.
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.

J. Item # 10: Stormwater system

1. Item Description: This item includes all Work to furnish and install pavement the stormwater system including all excavation, pipe bedding, backfill, catch basins, storm drain lines, track underdrain, cleanouts, in-line check valves, stormwater treatment vaults and related Work not included in other bid items per the Contract Documents.
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.

K. Item # 11: Stormwater Bioretention Swales

1. Item Description: This item includes all Work to furnish and install stormwater bioretention swales including all excavation, pipe bedding, backfill, cleanouts, in-line check valves and bioretention swales and bioretention collection manifold, bioretention swale underdrain and related Work not included in other bid items per the Contract Documents.
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.

L. Item # 12: Stormwater Treatment Vaults Components

1. Item Description: This item includes all Work to furnish and install stormwater treatment vault components including inserts and media and other required components for a complete installation and utility oil water separators per the Contract Documents. The Contractor shall receive, protect and install Port provided precast concrete vaults per Section 01 64 00.

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.
- M. Item # 13: Site Utilities
1. Item Description: This item includes all Work to furnish and install all water, sanitary sewer utilities, and lift station included in the Contract Documents. .
  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.
- N. Item # 14: Site Electrical, Lighting and Data Distribution Systems
1. Item Description: This item includes all Work to furnish and install all 13.8 KV power distribution, electrical low voltage power distribution, grounding, lighting, electrical data distribution systems complete included in the Contract Documents. The Contractor shall receive, protect and install Port provided lighting materials per Section 01 64 00.
  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.
- O. Item # 15: New Outfall and Stormwater Manhole and Piping in Alexander Right of Way.
1. Item Description: This item includes all Work to complete construction of the stormwater crossing of Alexander Avenue and the Blair waterway outfall including but not limited to, traffic control and through access on Alexander Ave, excavation, backfill, pipe, manhole and shoreline outfall protection installation complete.
  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.
- P. Item # 16: Removal and Disposal of Buried Structures Allowance
1. Item Description: This item includes all Work ~~for~~ to removal and disposal of any unforeseen buried obstructions encountered per the Construction Documents
  2. Measurement: This allowance will be for "Removal and Disposal of Buried Structures Allowance" 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 material basis per Section 00 72 00 General Conditions Article 8.0. Work under this bid item will be accomplished upon written direction of the Engineer as a Minor Change in Work. This entire bid item may or may not be used. This item will be measured based on a time and material basis as documented with the Port inspector and approved by the Engineer in accordance with Section 00 72 00.
  3. Payment: "Removal and Disposal of Buried Structures Allowance" will be paid at the price agreed upon for each Minor Change in Work issued by the Engineer. The measurement for payment will depend upon the method agreed upon for each Minor Change issued. For



longer duration changes incremental payment for completed work shall be a percentage, determined by the Engineer, payable in monthly progress payments, proportional to the work completed. This item will be paid for based on actual quantities for the period being billed. The allowance may be increased if additional work is required or a credit returned to the Port for any unused allowance.

Q. Item # 17: Removal and Disposal of Contaminated Material Allowance

1. Item Description: The Work of this item includes removal and disposal of any contaminated material encountered in the former log yard or wet scrubber sludge area, or other unforeseen contamination anticipated to be encountered 5+ feet below grade during the Work per the Construction Documents and as authorized by the Engineer. It is anticipated that this material, after testing by the Port per Section 01 35 43.19, will be disposed of at a Subtitle D Landfill.
2. Measurement: This allowance will be for "Removal and Disposal of Contaminated Material Allowance" 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 material basis per Section 00 72 00 General Conditions Article 8.0. Work under this bid item will be accomplished upon written direction of the Engineer as a Minor Change in Work. This entire bid item may or may not be used. This item will be measured based on unit price per ton of material disposed.
3. Payment: "Removal and Disposal of Contaminated Material Allowance" will be paid at the price agreed upon for each Minor Change in Work issued by the Engineer. The measurement for payment will depend upon the method agreed upon for each Minor Change issued. For longer duration changes incremental payment for completed work shall be a percentage, determined by the Engineer, payable in monthly progress payments, proportional to the work completed. This item will be paid for based on actual quantities for the period being billed. The allowance may be increased if additional work is required or a credit returned to the Port for any unused allowance.

R. Item # 18: Temporary pumping of stormwater per C2.6

1. Item Description: The Work of this item includes temporary pumping of stormwater collected from constructed areas to the north pond per Note 10 of plan sheet C2.6, if required prior to the installation of the new outfall.
2. Measurement: This allowance will be for "Temporary pumping of stormwater per C2.6" 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 material basis per Section 00 72 00 General Conditions Article 8.0. Work under this bid item will be accomplished upon written direction of the Engineer as a Minor Change in Work. This entire bid item may or may not be used.
3. Payment: "Temporary pumping of stormwater per C2.6" will be paid at the price agreed upon for each Minor Change in Work issued by the Engineer. The measurement for payment will depend upon the method agreed upon for each Minor Change issued. For longer duration changes incremental payment for completed work shall be a percentage, determined by the Engineer, payable in monthly progress payments, proportional to the work completed.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXEUCION - NOT USED**

**END OF SECTION**