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P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

May 15, 2018

TO: PLANHOLDERS

SUBJECT: WEST SITCUM STORMWATER TREATMENT
PROJECT NO. 201024.01
CONTRACT NO. ~~070664~~ **070916**

ADDENDUM NUMBER 03

This addendum is issued to amend the following:

A. PROCUREMENT AND CONTRACTING REQUIREMENTS

1. **DELETE and REPLACE** the issued Section 00 52 00 PORT – AGREEMENT FORM with the attached Section 00 52 00 PORT – AGREEMENT FORM (Attachment A.)

Attachments:

Attachment A - Section 00 52 00 PORT-AGREEMENT FORM

END OF SECTION

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

The "Contractor":	_____	(Legal Name)
	_____	(Address)
	_____	(Address 2)
	_____	(Phone No.)

The "Project" is:	<u>West Sitcum Stormwater Treatment</u>	(Title)
	<u>201024.01 070664</u>	(Project/ Contract No.)
	<u>West Sitcum Terminal</u>	(Project Address)
	<u>Tacoma, WA</u>	(Project Address 2)

The "Engineer" is:	<u>Jane Vandenberg, PE</u>	(Engineer)
	<u>Director of Engineering</u>	(Title)
	<u>jvandenberg@portoftacoma.com</u>	(Email)
	<u>(253) 592-6777</u>	(Phone No.)

The "Contractor's Representative" is:	_____	(Representative)
	_____	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 ~~9/28/2018~~ **10/15/2018**, 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 **\$2000** 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 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: _____

Executi
on
Date: _____

END OF SECTION