

**Department of Public Works
Fife, Washington 98424**

July 11, 2014

ATTENTION: All Bidders and Planholders

**BROOKVILLE AND OXBOW WETLAND MITIGATION
FMSIB-0450(002) Addendum No. 2**

The Amendments, Special Provisions, Plans, and Proposal for this project are amended as follows:

Special Provisions

1-02 Bid Procedures and Conditions

1-02.0 Pre-Bid Meeting

Add the following to Section 1-02.0:

The Contracting Agency will hold one additional voluntary pre-bid meeting on Monday, July 14, 2014 for Bidders who were unable to attend the first pre-bid meeting. Those who attended the first meeting are not obligated to attend the second meeting, but are welcome to do so.

The meeting will take place from 11:00 a.m. to 12:00 p.m. It will begin in the parking lot south of Valley Avenue East, 6506 Valley Avenue East, Fife, WA 98424. This part of the meeting will consist of a tour through the two sites followed by questions and discussion of general requirements.

The City and their consultants will be explaining key issues on the project and will be available to answer questions. If bidders have specific questions, please provide them via email before the meeting to rblount@cityoffife.org and ross.french@abam.com.

Questions will be addressed as described in Section 1-02.4. Minutes to the meeting will be distributed to all plan holders via Addendum.

1-08 Prosecution and Progress

1-08.5 Time for Completion

Replace the first supplement to Section 1-08.5 with the following:

(June 19, 2014)

Section 1-08.5 is supplemented with the following:

The project shall be physically complete within 100 working days.

8-02 Roadside Restoration

8-02.1 Description

Add the following to Section 8-02.1:

The planting in Zone C as shown in the Plans may be deleted from this Contract within 60 days following award.

8-02.3 Construction Requirements

Add the following to Section 8-02.3:

The Contractor shall submit a plant purchasing list and schedule to the Engineer prior to purchasing any plant materials.

8-02.3(8) Planting

The second paragraph in the supplement to Section 8-02.3(8) is changed to the following:

Woody species (trees only) shall receive plastic herbivory guards (Tree Protection Devices) 12 inches in height around their bases to reduce mortality from rodents such as mice and beaver. These guards should be left in place for two years and then removed. Plantings will be monitored for damage from larger animals such as deer, with additional protective devices installed as necessary.

8-02.4 Measurement

Delete the reference to Bark or Wood Chip Mulch in this section.

8-02.5 Payment

Delete the reference to Bark or Wood Chip Mulch in this section.

Add the following to the payment section for Tree Protection Device:

The unit Contract price per each shall be full compensation for all costs to supply, maintain, and remove the tree protection devices.

8-03 Irrigation Systems

8-03.3 Construction Requirements

Add the following:

The Contractor shall determine the required amount and design of irrigation necessary to keep the various types of plants alive. The temporary system may be above ground. The City has provided a water source from an existing well on site. Information regarding this well is included in Appendix C, Irrigation Well Testing.

8-03.5 Payment

Add the following:

All costs for providing power via generator and a pump to withdraw water from the well provided by the City shall be included in the lump sum price for the irrigation system. All costs for removing the irrigation system at the end of the establishment period shall be included in the lump sum price for the irrigation system.

Appendix C

The attached test pit photos are hereby added to the Subsurface Information in Appendix C.

The attached Irrigation Well Testing information is hereby added to the Subsurface Information in Appendix C.

Plans

A revision to plan sheet G-2 has been made as part of this Addendum.

Proposal

Bid Item 44 is now Compost, per cubic yard, as reflected in the revised Proposal provided as part of this Addendum.

Contract

The Contract is hereby replaced with the following:

2. Date of Commencement and Physical Completion Date. The Contractor shall physically complete the Project within **100 working days** from receipt of the Notice to Proceed.

3. Contract Sum. Subject to additions and deductions by change order, the contract sum is the bid amount of \$ _____, including applicable tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.

4. Liquidated Damages. Timely performance and completion of the work is essential to the Contracting Agency and time limits are of the essence. In the event Contractor fails to physically complete the work in 100 working days, plus any authorized extensions thereof, the Contractor shall pay Contracting Agency liquidated damages of \$1,000.00 for each calendar day of delay in physical completion of the work. In addition, the Contractor agrees to pay an additional amount of liquidated damages to the Contracting Agency in the amount of \$25,000.00 for failing to complete all required work below the ordinary high water mark of Wapato Creek prior to October 1, 2014. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

5. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. Owner, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

6. Payment and Performance Bond. Contractor shall make, execute, and deliver a good and sufficient bond equal to the amount of the full contract price with a surety company as surety, conditioned that Contractor shall faithfully perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, in the form included in the bid documents. This bond shall be filed with the Owner. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

7. Permits, Fees, Notices, and Compliance with Laws.

7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

7.2 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to performance of the Work.

7.3 Contractor shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

8. Termination of Contract. This Contract may be terminated by Owner at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If

the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to Owner resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by Owner in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by Owner by reason of such default.

9. Warranty Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

10. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Owner. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Independent Contractor. Contractor is and shall be at all times during the term of this Agreement an independent contractor.

12. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

13. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

14. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

OWNER:
CITY OF FIFE

CONTRACTOR:

By: _____
David K. Zabell, City Manager

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

Questions from Prospective Bidders:

1. Should the prospective Contractors expect to encounter any archaeological or historical artifacts?

Answer: No. However, if any are encountered, the requirements of Section 1-07.16(4) of the WSDOT Standard Specifications shall be met.

Bidders shall furnish the City with evidence of the receipt of this addendum. This addendum will be incorporated in the contract when awarded and when formally executed.