

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

July 15, 2014

ATTENTION: All Bidders and Planholders

**WAPATO CREEK WETLAND AND STREAM MITIGATION PHASE I
FMSIB-0450(002) Addendum No. 3**

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

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City of Fife at Fife City Hall up to the hour of **10:00 a.m.** on **July 18, 2014** for the **Wapato Creek Wetland Mitigation and Stream Relocation** and will then be opened and publicly read.

The work involved in the **Wapato Creek Wetland Mitigation and Stream Relocation** includes the construction of wetlands and relocation of a portion of Wapato Creek, construction of road and pond embankment, plantings with a plant establishment requirement, construction of a detention basin with structures and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

This project uses State and local funds only. No Federal funds are involved.

Prevailing wage requirements are in effect.

Bid proposals will be received only at Fife City Hall located at 5411 23rd Street East, Fife, Washington. Proposals received after **10:00 a.m.**, on **July 18, 2014** will not be considered.

Bid documents, plans, and specifications may be accessed on the Builders Exchange of Washington website:

bxwa.com

The documents are also available on the City of Fife's website:

http://www.cityoffife.org/?p=city_departments&a=public_works&b=current_projects

The City of Fife reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No Bidder may withdraw his/her proposal after **10:00 a.m. July 18, 2014** or before award of Contract, unless said award is delayed for a period exceeding sixty (60) days.

Published:

Tacoma News Tribune

June 26 & July 3, 2014

Special Provisions

8-01 Erosion Control and Water Pollution Control

8-01.3 Construction Requirements

8-01.3(2) Seeding, Fertilizing, and Mulching

8-01.3(2)B Seeding and Fertilizing

Section 8-01.3(2)B shall be supplemented with the following:

Mulch for hydroseeding shall be applied at a rate of 1500 lbs/acre.

8-02 Roadside Restoration

8-02.4 Measurement

Section 8-02.4 shall be supplemented with the following:

Bark or Wood Chip Mulch will be measured by the cubic yard.

8-02.5 Payment

Section 8-02.5 shall be supplemented with the following:

“Bark or Wood Chip Mulch”, per cubic yard.

Appendix D

The test pit photos and irrigation well testing information are hereby moved to the Subsurface Information in Appendix D rather than Appendix C as included in Addendum 2.

Plans

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

Proposal

Bid Item 47 is now Wood or Bark Chip Mulch per cubic yard, as reflected in the revised Proposal provided as part of this Addendum. All subsequent bid items are correspondingly renumbered.

Contract

Performance and Payment Bond

The following revised performance and payment bond form is included in this Addendum and shall replace the previously issued form.

PERFORMANCE & PAYMENT BOND WITH GUARANTY

Name of Project: **Wapato Creek Wetland Mitigation and Stream Relocation**

Contractor (Principal) _____

Project/Contract # _____

Surety _____

Bond Amount \$ _____

Bond # _____

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the _____ day of _____, 20__ and is executed by _____ as Principal(s), and _____, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the “Contract”) with the City of Fife for certain work described as follows:

Wapato Creek Wetland Mitigation and Stream Relocation

(the “Work”).

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of _____ dollars (\$ _____).

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of the Contract and shall also well and truly perform and fulfill all the

undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. The Principal 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.

5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term “City Costs” shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal fails 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, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

D. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any change, extension of tie, alterations or additions to the terms of the Contract or the Work or to the specifications.

E. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:

Surety:

Name

Name

Street address

Street address

City, State and zip code

City, state and zip code

Facsimile number

Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, or fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Public Works Department within thirty days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Public Works Department within thirty days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the City will correct the Work, and deduct from the amount tendered the City Costs. The City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED, That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

10. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

11. Governing Law--Venue.

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.

PRINCIPAL:

By: _____

Title _____

SURETY:

By: _____

Title _____

PRINCIPAL:

By: _____

Title _____

Accepted by the City this _____ day of
_____, 20__.

By: _____

Title _____

[Power of Attorney must be attached to Bond]

Questions from Prospective Bidders:

1. The bidder's checklist says the following:

"The following forms and information must be turned in at the time of the Bid opening:"

The list of forms also includes Contract, Performance & Payment Bond with Guaranty, Statement verifying acknowledgement of project permitting conditions (items 7-9). Please clarify the list of forms that comprise the bid proposal.

Answer: The bid proposal includes only the proposal form included in the original set of Legal Documents. However, the other forms listed in the bidder's checklist must also be included with the proposal form at the time of the Bid opening.

2. Project title. Initially the project was advertised as "Wapato Creek Wetland and Stream Mitigation Phase I" with identification # FMSIB-0450(022). There are 2 addendums with the same identifier FMSIB-0450(022) dated 7/3 and 7/11. In these two addendums the project title is "Brookville and Oxbow Wetland Mitigation" which is different from the initial project name posted.

Answer: Correct. However, the title of the project has not been changed, and this addendum includes the correct title, Wapato Creek Wetland and Stream Mitigation Phase I. The title of the project on the plans does not match the aforementioned title, but will be changed to match as part of the conformed drawing set.

3. Mulch and Fertilizer Application Rates. What are the mulch and fertilizer application rates for the project?

Answer: Fertilizer is not required for the project, and the mulch shall be placed per Section 8-02.3(11).

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.