



CITY OF TACOMA
Generation/Plant Engineering

ADDENDUM NO. 2

DATE: January 14, 2021

REVISIONS TO:

Specification No. PG20-0374N

Cowlitz River Barrier Dam Left Side Scour Area Infill

NOTICE TO ALL Bidders:

This addendum is issued to clarify, revise, add to or delete from, the original specification documents for the above project. This addendum, as integrated with the original specification documents, shall form the specification documents. The noted revisions shall take precedence over previously issued specification documents and shall become part of this contract.

REVISIONS TO THE SPECIFICATIONS:

Section 01010 – 1.1A CONCEPT OF SCHEDULE

Addition – All in-water work shall be completed by March 15, 2021. Notice to Proceed shall be issued as soon as feasibly possible once bonds and proof of insurance are received from the contractor.

Section 01010 – 1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

Revision - Bond submittal and start of work five (5) days after notification to commence work.

Addition – All in-water work shall be completed by March 15, 2021.

Section 01010 – 1.12 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS

Revision – Provide Surety and Payment Bonds within five (5) days after award of contract.

REVISIONS TO THE SUBMITTAL PACKAGE:

EIC Requirement Form

The EIC Utilization Form is not included in the specification and is not required to be in the bid submittal package.

NOTE: Acknowledge receipt of this addendum by initialing the corresponding space as indicated on the signature page. Vendors who have already submitted their bid/proposal may contact the Purchasing Division at 253-502-8468 and request return of their bid/proposal for acknowledgment and re-submittal. Or, a letter acknowledging receipt of this addendum may be submitted in an envelope marked Request for Bids Specification No. PG20-0378N Addendum No. 1. The City reserves the right to reject any and all bids, including, in certain circumstances, for failure to appropriately acknowledge this addendum.

A handwritten signature in black ink, reading "Patsy Best". The signature is fluid and cursive, with the first name "Patsy" and last name "Best" clearly distinguishable.

Patsy Best, Procurement and Payables Manager
Finance/Purchasing Division

Cc: Terry Ryan, Assistant Generation Manager
Kevin Smith, Generation

DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION

This project includes the construction of a rock infill at the Cowlitz River Barrier Dam. Scouring has removed material from the upstream left side of the dam. Filling the area with rock will maintain stability and prevent undermining of the dam. The project consists of three (3) different zones of fill material of varying gradations as defined in the Technical Specifications.

The contractor shall supply all materials required to complete the work required by this contract in excess of those materials to be supplied by Tacoma Power as listed in Section 01040 – Project Coordination.

In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to ensure all work required to provide a complete and operational facility is included in their bid. When possible, the City has attempted to reference work which should be coordinated with various trades, but it is the contractor's responsibility to coordinate and schedule the work of all subcontractors, trades, and suppliers to assure the proper and timely prosecution and completion of all items of work.

A. CONCEPT OF SCHEDULE

It is Tacoma Power's intention that all areas of work are completed within forty-five (45) days. The contractor will be issued the Notice to Proceed upon award of the contract and shall complete all work within forty-five (45) days after the date of notification. **All in-water work shall be completed by March 15, 2021. Notice to Proceed shall be issued as soon as feasibly possible once bonds and proof of insurance are received from the contractor.**

1.2 PROJECT LOCATION

This project is located at the Cowlitz River Barrier Dam, 2240, 2162 Spencer Road, Salkum, WA 98582, and as shown on Tacoma Power Drawing No. S-1. The project is located in Lewis County, Washington.

1.3 SITE SHOWING

The bidder will be responsible for examining the site(s) and to have compared the sites with the specifications and contract drawings contained in this specification, and be satisfied as to the facilities and difficulties attending the execution of the proposed contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, special work conditions including work schedules, obstacles and contingencies) before the delivery of their proposal.

No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder's part, for such uncertainties as aforesaid.

A site showing will be conducted on Thursday, January 14, 2021 at 10:00 a.m. immediately following the pre-bid meeting. Due to the nature of this project, the bidder is responsible for examining the site prior to placing a bid. **Only one (1) site showing will be conducted. It is the bidder's responsibility to assure that they attend the site showing as scheduled.** If the contractor cannot make the listed showing, they may be able to coordinate a visit to the site on their own. Failure to examine the site may be grounds to reject the bid. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor's failure to consider the potential impacts of not only the site conditions observed, but changes in the observed conditions that could have been foreseen by the contractor.

By entering into the contract, the bidder represents that they have inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the contractor, relating to existing conditions on, under, or to the project and/or site including, but not limited to information pertaining to hazardous material abatement and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions and is provided only for the convenience of the contractor. The contractor shall draw their own conclusions from such information and make such tests, review and analyses as the contractor deems necessary to understand such conditions and to prepare their proposal.

The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information and there is no guarantee, either expressed or implied, that the conditions indicated or otherwise found by the contractor as a result of any examination or exploration are representative of those existing throughout the work and/or project site.

The contractor shall carefully study and compare the contract documents with each other and shall at once report to the City errors, inconsistencies or omissions discovered. If the contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the City, the contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor will be required to complete the contract documents and to provide surety and payment bonds within ~~ten (10)~~ **five (5)** calendar days after the award of the contract. The contractor shall begin the work to be performed in the contract within ~~ten (10)~~ calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the preconstruction conference (or if no letter is issued, by the date the contract is executed by the City).

The contractor shall be required to complete all work within **forty-five (45) calendar days** after the date of notification to commence work. **All in-water work shall be completed by March 15, 2021.** If the contractor fails to complete all work within **forty-five (45) calendar days**, the City will assess liquidated damages in accordance with Section 3.14 of the General Provisions.

Contractors/vendors may obtain further information by contacting the City's LEAP Contract and Program Auditor, Clifford Armstrong, at 253-591-5826 or e-mail Clifford Armstrong at carmstrong@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from the Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City's Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, Washington 98402.

1.11 PREVAILING WAGES

In addition to the requirements of Section 3.09(B) of the General Provisions, the contractor shall be required to post on the job site a copy of the intent form to pay prevailing wages.

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.

A Statement of Intent to Pay Prevailing Wages **MUST** be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid **MUST** be filed with the Washington Department of Labor & Industries upon job completion.

Payments cannot be released by the City until certification of these filings are received by the engineer. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at:

<http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp>

1.12 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS

A. PERFORMANCE (SURETY) AND PAYMENT BONDS

The Contractor shall provide both a Surety and Payment Bond for 100-percent of the total contract award within ~~ten (10)~~ **five (5)** calendar days after award of the contract in accordance with the General Provisions. These bonds shall be required for each contact awarded under this specification.

B. RETAINAGE BOND

A 5-percent retainage bond may be provided in lieu of the City withholding five-percent retainage. If a retainage bond is not obtained, the City will withhold 5-percent retainage until the end of the contract. If a retainage bond is provided, the City form must be used.

Contractor shall provide notice of intent to provide retainage bond ten (10) days prior to first invoice. The City may elect to allow submission of retainage bond after the first payment at its discretion.

END OF SECTION

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
0%	0%	0%

A list of EIC-eligible companies is available on the following web site addresses:

www.cityoftacoma.org/sbe
www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: WD17 – 0193F
Date of Record: 1.25.2019

*For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.