



CITY OF TACOMA
Public Works Engineering

ADDENDUM NO. 1

DATE: 7/28/2020

REVISIONS TO:

Request for Bids Specification No. PW19-0390F
Convention Center Guard House

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 SUBMITTAL DEADLINE:

The submittal deadline remains the same.

ADDITIONAL CONTRACT INFORMATION:

Contract Notice to Proceed Date is estimated to be September 8, 2020.

REVISIONS TO THE GENERAL INFORMATION AND REQUIREMENTS:

Change of Insurance Requirements

Labor and Industries additional Information regarding Inspections of Prefabricated Buildings

Washington State Labor and Industries inspection information:

NOTICE TO CUSTOMERS:

Together with most of you, we are still feeling the on-going impacts of the global COVID-19 crisis. In accordance with the governor's directive, all Washington state employees are on mandatory furlough for various dates from June 29, 2020 through November 2020 at this time.

Due to the many circumstances beyond our control, there will be impacts to all aspects of our business. Regrettably we must advise you to expect delays in response times to email communications, phone calls, plan reviews, application processing, permit processing, inspection scheduling, inspections and all other normal business operations.

Please be patient with our staff; they will be working diligently to assist all of you in the time available.

We are encouraging manufacturers to work with their own customers to inform them that there may be unexpected delays. We encourage you all too please plan accordingly as the duration of these impacts are unknown at this time.

Please be safe, be kind and remain flexible in these unprecedented times we are all facing.

REVISIONS TO THE PROPOSAL PAGES:

Add the following to the Bid Proposal Page:

LIQUIDATED DAMAGES:

The undersigned agrees to pay the Owner as liquidated damages the sum of \$600 for each consecutive calendar day beyond the SUBSTANTIAL COMPLETION date. Liquidated damages shall be deducted from the contract by change order.

RESPONSES TO QUESTIONS:

Question #1:

What is involved in moving the monitors? I'm assuming that the monitoring station just need data? Are there any controls for the CCTV (PTZ's)?

On extending the wiring, devices, and power supplies all I see on the drawings is moving the current cans above the drop tile. (In regard to access control, intrusion and CCTV).

Do we need to have service staff on 24-hour call?

Provide programming of the digital communicator as required to restore signals? I'm assuming that this is for the intrusion system? If so what brand is it? I don't recall seeing an intrusion system.

Response #1

The intrusion and CCTV are routed through the owner's PC below the existing monitors in the existing security room from the control panels being raised above ceiling in same room.

The PC and monitors are required to be relocated to the new Guard House and all wiring from the control panels shall be extended from the controllers to the new location in the guard house.

The contractor is required to provide investigation to provide all required items as part of the bidder design requirements.

Question #2

What is the pathway distance from the Security Room to the new Guard House both horizontal and vertical?

Do you have a preferred vendor for moving the CCTV system?

Response #2

The 260 foot length is the approximate distance from the center of the existing security room to where it enters into the guard house, including the vertical between floors and the riser on the wall of the exterior mechanical enclosure by the guard house, square to building lines, following routing indicated. There will still be additional length as required at each location for final connection.

There is no recommended vendor at this time.

Elevator system: Conduit Pathway by the contractor based on elevator shop drawings and installation of elevator vendor furnished cabling, with wiring termination and relocation of existing control panels by elevator contractor is preferred.

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. PW19-0390F 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.

cc: Jon Kulju/PW



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



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37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or



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equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.5 Builder's Risk Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder's Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder's Risk Insurance policy shall:

4.5.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor.

4.5.2 Be on an ISO Special Form Causes of Loss or equivalent and shall insure against the perils flood, earthquake, theft, vandalism, malicious mischief, and collapse.

4.5.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site.

4.5.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma.

4.5.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance.

4.5.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided.

4.5.7 Include coverage for the testing and startup of the building's operating systems.

4.5.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion.

4.5.9 Include resultant damage coverage for loss due to faulty workmanship and defective material.

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder's Risk Insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

4.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope



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of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES

Factory Assembled Structures
PO Box 44430 • Olympia, Washington 98504-4430

May 7, 2020

To: Manufacturers

From: Craig Sedlacek, Factory Assembled Structures Program Manager
Shane Daugherty, Factory Assembled Structures Program Chief

Subject: Out-of-State and Out-of-Country Inspection Travel Temporary Suspension
COVID-19 Update to Proclamation 20-25

The Factory Assembled Structures (FAS) program has suspended out-of-state and out-of-country inspections through at least May 31st. We will periodically evaluate this suspension and keep you advised as to when inspections will resume. This measure is to ensure both your safety and the safety of our inspectors as well as operate within the mandate of the Washington State 'Stay Home, Stay Healthy' proclamations 20-25, 20-25.1, 20-25.2 & 20-25.3 extension.

Please contact us upon review of the proclamations in effect if your project meets the criteria as outlined for an 'essential' building for further information. The proclamations can be located at the following link:
<https://www.governor.wa.gov/office-governor/official-actions/proclamations>

We are reviewing options for remote cover inspections on a case-by-case basis. These would be inspections that are limited in scope as outlined in the attached document and would be for approved projects, with prior approval by the department. We will not be completing the final inspections of these projects until the suspension is lifted. All inspections are still required and buildings cannot be shipped to the state without final approval by the department.

At this time, we are conducting business as usual for plan review and other services.

Thank you for your understanding in these challenging times. Hopefully these proactive measures will ensure the safety of all.

If you have questions or need further assistance, please feel free to call 360-902-5222 or email us at FAS1@lni.wa.gov.

- Craig Sedlacek, Washington State Dept. of Labor and Industries, FAS Program Manager
- Shane Daugherty, Washington State Dept. of Labor and Industries, FAS Program Chief

Enclosed: Remote Inspection Procedure

REMOTE INSPECTION PROCEDURE

The Labor and Industries FAS Program will perform remote cover inspections of pre-approved items using the 'Skype for Business' application. We can use 'FaceTime' as an alternate application if 'Skype' is not available.

Please note that some or all of the inspection may be recorded.

The following list are construction items that may be pre-approved for non-occupied equipment buildings under 1,000 square feet and vendor units:

- Insulation cover
- Bolting / Riveting of steel wall and roof panels
- Structural members of a welded steel structure inspected by an approved welding inspector
- Minor or incidental electrical wiring
- Minor or incidental plumbing piping
- Minor or incidental propane gas piping
- Components of commercial cooking ventilation hoods prior to assembly

The following is the procedure for a remote inspection:

- 1.) Plans must be approved prior to any inspection or inspection request.
- 2.) Provide an email address for invoicing and correction reports.
- 3.) Once you have received the approved plans and the construction is ready for inspection, provide the department a completed inspection request form per the instructions provided with the plan and available on our website.
- 4.) Install the 'Skype for Business' application on your mobile device. Please ensure the application works prior to the start of the inspection. Prior to the date of inspection, a trial of the application with the assigned inspector is required to ensure a remote inspection will be successful.
- 5.) On the day and time of the inspection, we will email you a meeting request.
- 6.) Click the link provided in the meeting request to begin the remote inspection.
- 7.) Have your approved plans available on site during the inspection. Please note that if the approved plans are not on hand, the inspection will not continue. An invoice will be issued for the time incurred by the department for the discontinued inspection and you will be responsible for payment.
- 8.) Upon the discretion of the inspector, the inspection may be terminated and an onsite inspection will be required.
- 9.) At the conclusion of the inspection, the inspector will email you any corrections and the invoice.
- 10.) You can pay your invoice ONLINE @ <https://fortress.wa.gov/lni/epis//frmPermitSearchMain.aspx>
 1. Click in the bubble next to 'Manufactured Homes'.
 2. Remember to type in ONLY your invoice number (**# at upper right of invoice**) in the permit field box.
 3. Then click look up.
 4. Then make your payment.
- 11.) Re-inspection of abated corrections will follow the same process.
- 12.) Final inspection and approval will take place with an FAS inspector at your facility.