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P.O. Box 1837
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www.portoftacoma.com

October 6, 2015

TO: PLANHOLDERS

SUBJECT: RAIL TAMPING PROJECT PORTWIDE
PROJECT NO. 091512
CONTRACT NO. 070127

ADDENDUM NUMBER ONE

This addendum is issued to amend the following:

SPECIFICATIONS

A. SECTION 00 52 00 - AGREEMENT FORM

1. **DELETE** and **REPLACE** the issued Section 00 52 00 - Agreement Form with the attached, revised Section 00 52 00 - Agreement Form (Attachment A). (Changes the number of calendar days to substantial completion)

Receipt for this addendum shall be indicated in the space provided in Section 00 41 00, Bid Form.

END OF SECTION

ATTACHMENT A – Revised Section 00 52 00 - Agreement Form

AGREEMENT BETWEEN PORT AND CONTRACTOR

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>Surface and Tamp Port Railroad</u>	(Title)
<u>091512 070127</u>	(Project &Contract No)
<u>One Sitcum Plaza (Port Wide)</u>	(Project Address)
<u>Tacoma, WA 98421</u>	(Project Address 2)

The “Engineer” is: Thais Howard, P.E. (Engineer)
Director of Engineering (Title)
 _____ (Email)
 _____ (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 ~~75~~ **60 calendar days** from contract execution, 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 **\$250 per calendar day**. After the prescribed Final Completion date, the liquidated damages for failure to achieve Final Completion shall be **\$25 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 and/or Final 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 execution date written below:

CONTRACTOR

PORT OF TACOMA

By: _____

By: _____

Title: _____

Title: _____

Date _____

Execution
Date _____

END OF SECTION