Port of Tacoma
People. Partnership. Performance.
P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

Novermber 24, 2026

TO: PLAN HOLDERS LIST

SUBJECT: CONTRACT NO. 092026-1062
BANANA YARD TURNOUT REPLACE

# ADDENDUM NUMBER 01

This addendum is issued to amend the following:

## SECTION 00 52 00

### 3.0 Contract time

Added - 365 calendar days for contract duration. 30 days from substantial to Final. Liquidated damages updated to state $250 for Substantial completion and $100 for Final Completion.

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" is: _____ (Legal Name)**

_____ (Address)

_____ (Address 2)

_____ (Phone No.)

**The "Project" is: Banana Yard Turnout Replacement (Title)**

102015 | _____ (Project/Contract No.)

2201 Milwaukee Way _____ (Project Address)

Tacoma, WA 98421 _____ (Project Address 2)

**The "Engineer" is: Thais Howard, PE (Engineer)**

Sr. Director, Engineering _____ (Title)

thoward@portoftacoma.com _____ (Email)

(253) 888-4718 _____(Phone No.)

**The "Contractor's Representative" is: _____ (Representative)**

_____ (Title)

_____ (Email)

_____ (Phone No.)

**BACKGROUND AND REPRESENTATIONS:**

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 for the Project 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 of execution of the Contract.

3.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall achieve all interim milestones as set forth in the Contract Documents and
ADD. #1 Substantial Completion of the entire Work not later than **365** calendar days from execution of the Contract, subject to adjustments of this Contract Time as provided in the Contract Documents. The
ADD. #1 Contractor shall achieve Final Completion of the entire 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 reasonable and not penalties individually nor cumulatively.

The liquidated damages for failure to achieve Substantial Completion by the required date shall be **$**
ADD. #1 **$250** per calendar day. After the required Final Completion date, the liquidated damages for failure to
ADD. #1 achieve Final Completion shall be **$100** 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, cumulatively if applicable, for each and every calendar day that Substantial Completion and/or Final Completion of the Work is delayed beyond the required 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 ALTERNATES

The Contract Price is based upon the following Alternates, if any, which are described in the Contract Documents and are hereby accepted by the Port:

_____

6.0 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**

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