

ADDENDUM #4

Date of Addendum: August 7, 2020

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1.0 NOTICE TO ALL BIDDERS AND PLANHOLDERS

The Contract Documents for the above-referenced Project are modified as set forth in this Addendum. The original Contract Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Contract Documents. Bidder shall take this Addendum into consideration when preparing and submitting a bid, and shall acknowledge receipt of this Addendum in the space provided on the Bid Form.

2.0 BID SUBMITTAL DEADLINE

The bid submittal deadline has been changed as noted here and modifies the deadline in Section 00 11 00 of the Specifications. The new bid submittal deadline is August 27, 2020 at 2:00 p.m. for Part I of the Bid Form and is August 27, 2020 at 3:00 p.m. for Part II of the Bid Form.

3.0 SPECIFICATIONS

Item	Section No.	Description of Change
3.1	00 41 00 Bid Form	Replace Section 00 41 00, Bid Form, with the attached new Section 00 41 00, Bid Form. House Bill 5457 requires the naming of the subcontractors performing the structural steel installation and rebar installation. The Bid Form has been revised to accommodate this requirement.
3.2	00 21 00 Instructions to Bidders	Replace Section 3.D with the following language: Bidder shall submit with within one hour of the published bid submittal time, Part II of its Bid Form, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work; or within 48 hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for the work of structural steel installation and rebar installation. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid nonresponsive and, therefore, void. The requirement of this section to name the bidders' proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the Bidder.
3.3	00 73 00 Supplemental Conditions to the General Conditions	Replace Section 00 73 00, Supplemental Conditions to the General Conditions with the attached new Section 00 73 00, Supplemental Conditions to the General Conditions. This Section has been revised to reflect the monetary incentives for meeting the apprenticeship requirements, and monetary penalties for failure to meet the apprenticeship requirements as required by RCW 39.04.340.

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3.0 SPECIFICATIONS		
Item	Section No.	Description of Change
3.4	Appendix A	Replace Public Works Contract with the attached new Public Works Contract. The Public Works Contract has been revised to include monetary incentives for meeting the apprenticeship requirements, and monetary penalties for failure to meet the apprenticeship requirements as required by RCW 39.04.340.
3.5	14 21 00 Vol. 1	Replace section 2.01 A. 1. j. with the following language: "Number of openings: 5 in line.
3.6	14 21 00 Vol. 1	Replace section 2.01 A. 1. j. with the following language: "Landing designations: G,1,2,3,4.
3.7	14 21 00 Vol. 1	Add section 2.03 A. 8. c. with the following language: "Remove all existing compensation chains and add counterweight guard as required by code."
3.8	14 21 00 Vol. 2	Replace section 2.01 A. 1. c. with the following language: "Car speed: 250 fpm".
3.9	14 21 00 Vol. 2	Replace section 2.01 A. 1. i. with the following language: "Number of landings: 7
3.10	14 21 00 Vol. 2	Replace section 2.01 A. 1. j. with the following language: "Number of openings: 7 in line."
3.11	14 21 00 Vol. 2	Replace section 2.01 A. 1. j. with the following language: "Landing designations: G,1,2,3,4,5,6."
3.12	14 21 00 Vol. 2	Replace section 2.03 A. 6. a. with the following language: "Retain car and counterweight oil buffers. Clean, flush and add new oil. Provide all required safety test tags. Retain pit channels. Paint buffers and pit channels with one coat of black enamel."
3.13	14 21 00 Vol. 2	Add section 2.03 A. 8. c. with the following language: "Remove all existing compensation chains and add counterweight guard as required by code."

4.0 DRAWINGS (NOT USED)

5.0 QUESTIONS AND ANSWERS (NOT USED)

6.0 INFORMATION (NOT USED)

END OF ADDENDUM

BID FORM

- **PART I:** (To be submitted no later than 2:00 p.m. on the bid submittal date indicated in Section 00 11 00).

TO: Board of Regents
University of Washington
Seattle, Washington 98195

The undersigned Bidder submits the following bid:

BASE BID:

Pursuant to and in compliance with the Contract Documents, including the Advertisement for Bids and Instructions for Bidders, the Bidder hereby certifies that it has carefully examined the Contract Documents entitled:

UW Elevator Renewal Project for Two Sites: Bagley #14, and MHSC T-176.

Prepared by Rolluda Architects Inc.

and the conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above-named project for the following sum, which is hereby designated as the Base Bid:

Base Bid
\$

SALES TAX:

None of the sums stated in the foregoing include Washington State Sales Tax, except as designated in Article 4 of the Instructions for Bidders.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within the number of calendar days specified in Supplemental Conditions, Section 00 73 00, and also agrees to the amounts specified for Liquidated Damages. It is further agreed that the time for completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

TRENCH EXCAVATION SAFETY PROVISIONS:

If the Contract Documents contain any work which requires trenching exceeding a depth of four feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the Bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the Base Bid set forth above. Bidder must include a lump sum dollar amount in blank below (even if the value is \$0.00) to be responsive.

Trench Excavation Safety Provisions Only: N/A

CONTRACT AND BONDS:

If the Owner awards a contract based on this bid within sixty (60) days of the bid submittal deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated sums, on the University of Washington Public Works Contract form, and to furnish Payment and Performance Bonds and acceptable evidence of insurance as required by the Contract Documents.

BID GUARANTEE:

Pursuant to paragraph 5 of the Instruction to Bidders, Section 00 21 00, Bidder hereby certifies that it has furnished a bid guarantee for no less than 5% of the base bid, and that such guarantee accompanies this Bid Form.

The successful bidder shall submit an executed Contract, Payment and Performance Bonds, and acceptable evidence of insurance within seven (7) days after receipt of award notice and Public Works Contract form from the Owner. If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contract or submit the Payment and Performance Bonds and acceptable evidence of insurance as required within the time specified, Owner may revoke the award. Should the successful bidder fail to enter into a contract with Owner, the bid guarantee may be retained by Owner as liquidated damages, not as a penalty.

If a contract is not awarded within sixty (60) days after the bid submittal deadline, or if the bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check or cash submitted as the bid guarantee shall be returned to the bidder, or the Bid Bond shall become void.

Bidder's Business Name:		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation:____) <input type="checkbox"/> Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
Business Telephone Number:	Business Fax Number:	Business E-mail Address:
State of Washington numbers for the following:		
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:
Receipt is hereby acknowledged of Addenda No(s): _____		
Bidder is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(g).		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

BID FORM

- **PART II:** (To be submitted no later than 3:00 p.m. on the bid submittal date indicated in Section 00 11 00).

A. Heating, Ventilation and Air Conditioning (HVAC), Plumbing, Electrical, Structural Steel Installation, and Rebar Installation subcontractors

List here the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of HVAC, plumbing (as described in chapter 18.106 RCW) and electrical (as described in chapter 19.28 RCW), structural steel installation, rebar installation, or to name itself for the work. Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in RCW 39.30.060.

<u>Subcontractor Name</u>	<u>Work To Be Performed</u>
_____	<u>Electrical</u> _____
_____	<u>Plumbing</u> _____
_____	<u>HVAC</u> _____
_____	<u>Structural Steel Installation</u> _____
_____	<u>Rebar Installation</u> _____

B. Structural Steel Installation and Rebar Installation subcontractors.

RCW 39.30.060.1.b, allows for the bidder to submit within forty-eight hours of the published bid submittal time, the names of the subcontractors with whom the Bidder will subcontract for the performance of the work of structural steel installation and rebar installation. Please indicate whether bidder intends to submit the names of subcontractors for the structural steel installation and rebar installation along with the bid, or will submit within forty-eight hours.

Bidder has included subcontractor names for structural steel installation and rebar installation on this form

Yes No

Bidder intends to submit subcontractor names for structural steel installation and rebar installation within forty-eight hours of the bid submittal date and time as indicated in Section 00 11 00. Failure of the bidder to submit subcontractor names within the time frame will render the bidder's bid nonresponsive and void.

Yes No

END OF SECTION

These Supplemental Conditions form a part of, and are incorporated in, the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning in these Supplemental Conditions.

00 73 01 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Work shall be commenced on the effective date specified in the Notice to Proceed and shall be substantially complete within a period not to exceed Three Hundred and thirty-eight (338) calendar days. For failure to achieve Substantial Completion of the Work within the time provided, Contractor shall pay Owner \$500 for each calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is actually achieved. The provisions of the General Conditions section 3.07, for liquidated damages, remain in effect.

00 73 02 CONTRACTOR'S LIABILITY INSURANCE

Add item 3 to Section 2.01.A as follows:

3. Contractor's Pollution Liability (CPL) policy covering against claims for bodily injury, property damage and cleanup costs/environmental damages arising from pollution conditions caused in the performance of covered operations.
 - a. If the work involves remediation, abatement, repair, maintenance or other work with asbestos containing lead-containing products (paint, coatings, components), mercury, underground storage tanks, and/or other regulated materials, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor or the subcontractor performing such work.
 - b. If the work involves transporting regulated materials, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup, arising from an upset or collision during transportation of regulated materials is required from the Contractor or subcontractor performing such work.

Such policy shall name the Owner as an additional insured, be primary and noncontributory, and provide at least 45 days notice of cancellation or non-renewal to the Owner. If the work is performed by a subcontractor and such coverage is provided by the subcontractor, coverage shall name both the Contractor and Owner as additional insureds.

00 73 03 COVERAGE LIMITS

Add item E to Section 2.02 as follows:

\$2,000,000 each claim, \$2,000,000 aggregate, Contractor's Pollution Liability

00 73 04 BUILDER'S RISK

Delete Section 2.06 A and B and replace with the following new Section 2.06 A: "Owner will purchase and maintain Builder's Risk property insurance on an "all risk" basis,

insuring against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, and debris removal including demolition resulting from the enforcement of any applicable legal requirements, and excluding earthquake and flood coverage, in the amount of the Contract Sum including all Change Orders for the entire Work on a replacement cost basis until Substantial Completion. The policy will cover the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors as their interests may appear. Contractor shall be responsible for all losses up to the policy deductible amount of \$5,000 per occurrence for projects with a Contract Sum less than \$500,000; and \$10,000 per occurrence for projects with a Contract Sum valued at \$500,000 or more. A specimen policy is available for inspection. Contractor is not required to obtain Builder's Risk property insurance. If the Contractor believes it has a loss that is covered by Builder's Risk property insurance, and it is likely to exceed the policy deductible, the Contractor shall notify the Owner within 48 hours."

In Section 2.06, delete the following from paragraph C: "A/E, A/E's subconsultants" and renumber paragraph C as paragraph B.

00 73 05 PARTNERING

- A. Owner proposes to utilize the "partnering" concept for this Project. Partnering emphasizes a cooperative approach to problem-solving involving all key parties to the Project: Owner, Architect, and Contractor and principal Subcontractors.
- B. Participation in partnering will be voluntary. Upon contract award, Contractor will be given the option to participate in partnering.
- C. If Contractor decides to participate, workshops to define partnering relationships will be scheduled not-to-exceed Two days or as mutually agreed. The purpose of the workshop will be:
 1. To establish mutual understanding of partnering concepts;
 2. To develop the mission statement and goals for the Project for all parties; and
 3. To develop a process so that critical issues can be quickly resolved.
- D. Owner will be responsible for providing the facilities for the workshop, as well as a facilitator and any workshop materials. Contractor is requested to pay 1/3 of the costs for the facilitator and facilities in an amount not-to-exceed \$2,000. Contractor and Architect are expected to provide their Project personnel for the workshop at no cost to Owner.
- E. At the conclusion of the workshop it is anticipated that a definitive working arrangement for partnering will be agreed upon and committed to in writing by the participants. Parties may withdraw from the partnering arrangement upon written notice to the others. Should the partnering arrangement terminate, claims or disputes settled or changes approved during the existence of the partnering arrangement shall not be affected.

00 73 06 CLAIMS AND DISPUTE RESOLUTION (NOT USED)

00 73 07 PERMITS REQUIRED

1. Elevator Permit with Labor and Industries.

00 73 08 ENVIRONMENTAL MITIGATION (NOT USED)

00 73 09 FINAL PAYMENT

Requests for final payment will not be processed until the post-job asbestos abatement submittal package has been reviewed and approved by the Owner and the Asbestos A/E.

00 73 10 APPRENTICESHIP UTILIZATION REQUIREMENTS

00 73 11 APPRENTICESHIP UTILIZATION REQUIREMENTS

10.12 APPRENTICE UTILIZATION REQUIREMENTS

- A. The Contractor shall ensure that at least 15% of the total labor hours utilized on the project are performed by apprentices registered with the Washington State Apprenticeship and Training Council.
 1. Total labor hours include additional hours worked as a result of change orders.
 2. Total labor hours exclude hours worked by foremen, superintendents, supervisors, owners, and workers who are not subject to prevailing wage requirements. However, total labor hours shall include the hours worked by supervisors, foremen, and superintendents if it is determined they are subject to prevailing wage requirements pursuant to Washington Administrative Code (WAC) 296-127-015.
 3. Total labor hours includes all hours worked by the Contractor and all subcontractors on the Project.
- B. The Contractor shall meet or exceed the apprentice utilization requirements of the Contract Documents on all labor hours on the Project. The Owner has determined a monetary incentive of \$500.00 for meeting the goals, and a monetary penalty of \$250.00 for not meeting the goals.
- C. The Contractor shall include the apprentice utilization requirements of Paragraph A, above, in all subcontracts executed for the Project.
- D. If, during the term of the Contract, the Contractor determines that it will be unable to meet the percentage utilization requirement in Paragraph A, above, the Contractor may make a written request to the Owner to reduce the required percentage. The request shall include documentation of:
 1. The demonstrated lack of availability of apprentices in specific geographic areas; and/or

2. A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation; and/or
 3. Participating contractors have demonstrated a good faith effort to comply with the requirements of RCW [39.04.300](#) and [39.04.310](#).
- E. The Owner shall evaluate the request, and if appropriate, a change order shall be prepared by the Owner reducing the utilization requirement.
- F. With its monthly Application for Payment, the Contractor shall submit the Apprentice and Journey Level Worker Utilization Report on the form in Appendix A.

00 73 11 MWBE REQUIREMENTS

Solicitation of Proposals

As required by RCW 28B.20.744(10), contractors shall solicit proposals from OMWBE certified firms. Within fourteen (14) days after the issuance of the Notice to Proceed, the Contractor shall submit to the Owner a report documenting that the Contractor solicited proposals from OMWBE certified firms. The report shall include the names and contact information for all firms, and the dates of solicitation.

END OF SECTION

PUBLIC WORKS CONTRACT

Project Name: _____

Project Number: _____

THIS CONTRACT is made and entered into by and between the University of Washington (Owner), and _____, a _____ Corporation / Partnership / Sole Proprietor, (Contractor), with its local office located at _____. Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.

The Contract Documents include the Advertisement for Bids, Instructions for Bidders, completed Bid Form, Payment and Performance Bonds, General Conditions for Washington State Facility Construction, Modifications to the General Conditions, Supplemental Conditions to the General Conditions, other Special Forms, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

Drawings dated: _____ Specifications dated: _____

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete within ____ calendar days of the Notice to Proceed.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$_____ for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

PUBLIC WORKS CONTRACT

Project Name: _____

Project Number: _____

The Contractor acknowledges that apprenticeship utilization goals should be met, and that the Owner has determined monetary incentives for meeting the goals, and monetary penalties for not meeting the goals. The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$250.00 as a monetary penalty for not meeting the apprenticeship utilization goals. The Contractor further agrees, that in addition to the compensation otherwise to be paid, the Owner will pay by issuance of a Change Order \$500.00 as an incentive for meeting the apprenticeship utilization goals.

THIRD: Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Base Bid = _____
 Alternates Awarded:
 Alternate Bid No. ___
 Alternate Bid No. ___
 None

CONTRACT AWARD AMOUNT= _____

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:
University of Washington

CONTRACTOR:
[Enter Contractor's Business Name]

By: _____
 Signature Date

By: _____
 Signature Date

Name: _____

Name: _____

Title: _____

Title: _____

PUBLIC WORKS CONTRACT

Project Name:

Project Number:

Washington State Contractor's Registration No.

Contractor's Federal Tax ID No.
