

ADDENDUM NO. 1

Date: April 16, 2021

Subject: **Addendum No. 1**
City of Mercer Island
2021 EAST MERCER WAY LANDSLIDE REPAIR
Project No. 21-21

From: Clint Morris, Street Engineer

To: **ALL PLAN HOLDERS**

The following changes in this Addendum No. 1 are hereby made part of the Contract Documents for the above-named project. Bidders shall take this Addendum into consideration when preparing and submitting their bids.

1. The Bid Opening date is revised to **10:00 AM on April 27, 2021**.
2. Revised Bidding Requirements page A-3: replace page A-3 with the attached page. Note the changes to the project timeline and work limitations for the contract.
3. Revised Agreement Forms page B-1: replace page B-1 with the attached page. Note the change of date for being substantially complete in section 1.2.
4. Please be advised that Addendum No. 2 with changes to the soldier pile wall plans will be issued Tuesday, April 20.

Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by entering the number "1" and the date in the spaces provided on page A-2 of the Bid Form in the Bidding Requirements section.

Failure to provide this written acknowledgement may result in disqualification of the Bidder's submittal.

END OF ADDENDUM NO. 1

Start of Construction and Contract Completion Time

The Bidder agrees to begin work within 10 calendar days of the "Notice to Proceed" and that Final Completion of the entire project will be achieved by August 1, 2021 (except for extensions of time granted in accordance with Section 1-08.8, herein). The Bidder further agrees to, if necessary, accelerate the work, provide additional workers and equipment, and expedite materials delivery to meet this schedule, all at no additional expense to the owner.

Project timeline and work limitations for this contract are:

1. A contract is scheduled for City Council award on May 18, 2021.
2. A preconstruction meeting is tentatively planned for the week of June 1, 2021.
3. Notice to Proceed with construction is anticipated the week of June 1, 2021.
4. Start of construction is anticipated by the week of June 14, 2021.
5. East Mercer Way has bus stops along its length. The last day of school is June 21, 2021.
6. The project shall be substantially completed, including all pilings, all timber lagging, and guardrail installation by July 16, 2021.
7. The project shall be physically completed by August 1, 2021.
8. Hot mix asphalt overlay work (under a separate construction contract) of East Mercer Way is planned for July through September 2021.

Coordination with Other Contractors

During this project's construction, other contractors and City personnel will be performing the following:

1. City Public Works Department crews will be trimming overhanging vegetation along East Mercer Way in June.
2. The City Public Works Department has a portable, temporary traffic control signal in place and operating at the landslide location.
3. A Puget Sound Energy contractor will be reconnecting overhead power lines in the vicinity of the landslide upon completion of the landslide repair work.

Lump Sum and Unit Price Work

The Bidder proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services and materials required to perform the work, including all allowances for Contractor-paid taxes, overhead, and profit for each type and unit of work called for in these Contract Documents.

If any material, item or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the Owner has been merged with the prices named in the Proposal.

To the extent possible, standard bid items have been utilized for the work listed in the Proposal. The Bidder is directed to review the Standard Specifications and the City of Mercer Island's amendments (Special Provisions herein) for descriptions of bid item work, measurement, and payment.

**PUBLIC WORKS CONTRACT
FOR
2021 EAST MERCER WAY LANDSLIDE REPAIR**

THIS PUBLIC WORKS CONTRACT ("Contract") dated _____, 2021, is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and _____, a Washington Corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work at various street locations, Mercer Island, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated _____, 2021 to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the 2021 EAST MERCER WAY LANDSLIDE REPAIR Project, including this Public Works Contract, the Contractor's completed Bid Form, any Supplemental and/or Special Conditions, Technical Specifications, Drawings and Addenda, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall be Substantially Completed by July 16, 2021, (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.

1.3 Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$250.00 per day.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.