

Port of Port Townsend

**COMMERCIAL BASIN BREAKWATER REPAIR
PROJECT**

AT

BOAT HAVEN MARINA

PORT TOWNSEND, WASHINGTON

BIDDING & CONTRACT DOCUMENTS

Prepared by:

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Port Engineer
PORT OF PORT TOWNSEND
PO BOX 1180
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PORT TOWNSEND, WA 98368**

September 21, 2016



BIDDING & CONTRACT DOCUMENTS

INVITATION TO BID..... 2 pages

BID PROPOSAL & BID FORM..... 2 pages

BIDDERS' INFORMATION.....3 pages

AGREEMENT.....3 pages

LABOR & MATERIALS.....3 pages

PAYMENT BOND

PERFORMANCE BOND.....3 pages

DRAWINGS..... 2 pages

**INVITATION TO BID
COMMERCIAL BASIN
BREAKWATER REPAIR PROJECT**

Sealed bids will be received by the Port of Port Townsend, 2701 Jefferson Street, Port Townsend, WA 98368 up to but no later than 2:00 PM Wednesday October 12, 2016; for the Commercial Basin Breakwater Repair Project.

The work is marine construction which includes use of a barge, tow boat, barge mounted crane and excavator to be placed on top of the breakwater. Approximate quantities follow:

- Excavate & Spread Sand..... 250 CY
- Geotextile..... 650 SY
- Permeable Ballast 150 TON
- Quarry Spalls.....300 TON
- 3 Man Rock..... 750 TON
- 4 & 5 Man Rock..... 500 TON
- Revegetate Top of Breakwater.... 6750 SF

Questions should be directed to:

Harold T Andersen, PE
Port Engineer
Port of Port Townsend
360 379-9117
360 460-7311 cell
htandersen@q.com

Bidders may request a site visit prior to bid opening by contacting Harold Andersen.

Bids shall be submitted in a sealed envelope or by email to:

Sue Nelson
Executive Assistant
Port of Townsend
2701 Jefferson Street
Port Townsend, WA 98368
385-0656/2323
snelson@portofpt.com

Via US Postal Service to:
Sue Nelson
Port of Port Townsend
PO Box 1180
Port Townsend, WA 98368

Bidder will enter into an Agreement within 5 days after receipt of notification of intent to award. Bidders shall not withdraw their bid after the bid opening, or before award of the contract, unless award is delayed for more than 45 days

The contract will be awarded to the lowest responsible bidder. The Port of Port Townsend reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding, and to accept the bid deemed best for the Corporation.

A Labor and Materials Payment Bond and a Performance Bond will be required.

BID PROPOSAL & BID FORM
COMMERCIAL BASIN
BREAKWATER REPAIR PROJECT

BID PROPOSAL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Port of Port Townsend, in the form included in the Contract Documents, to perform the work as specified or indicated in Contract Documents entitled Commercial Basin Breakwater Repair Project.

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Invitation to Bid and Bidders' Information.

3. This Bid will remain open for the period stated in the Invitation to Bid unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Invitation to Bid, and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. Bidder has examined copies of all Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	Date
_____	_____
_____	_____
_____	_____

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality where the work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from

bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Port of Port Townsend.

7. Bidder agrees not to withdraw the bid for a period of thirty (30) calendar days after the bid opening date.

BID FORM

Mobilization Bid Amount \$ _____ Lump Sum

Lump Sum Bid Amount for Work Described on Project Drawings

 \$ _____ Lump Sum

TOTAL PROJECT BID \$ _____ Lump Sum

Bidder further agrees to complete the work required under the Contract Documents within the Contract Time stipulated and to accept in full payment the Total Project Bid Price submitted herewith.

Dated: _____ Bidder: _____

By: _____

Title: _____

A Proposal Guaranty (Bid Bond) is not required.

BIDDERS' INFORMATION
COMMERCIAL BASIN
BREAKWATER REPAIR PROJECT

PROPOSED SUBCONTRACTORS:

The following is a complete list of Subcontractors that will be used on the work if the Bidder is awarded the Contract. This information shall be provided to the Owner within three days of the bid opening.

Work To Be Performed	Proposed Subcontractor
----------------------	------------------------

ADDENDA RECEIVED

The Bidder hereby acknowledges receipt of Addenda issued for this project.

Addendum No.	Date Received	Name of Recipient
_____	_____	_____
_____	_____	_____
_____	_____	_____

TIME FOR COMPLETION

Subject to delays granted due to conditions entitling the Contractor to an extension of time under the Contract Documents, the undersigned agrees to complete all work under this Contract within 30 calendar days beginning with the tenth calendar day after the date of written notice to proceed with the work.

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Items 1, 3, 5 and 8 shall cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., Items 1 through 8, inclusive) is delivered to the Owner.

(1) Contractor's name and address: _____

(2) Contractor's telephone number: _____

(3) Contractor's license: Primary classification: _____

State License Number and Expiration Date: _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

(4) Name of person who inspected site of proposed work from your firm:

Name(s):

Date(s) of Inspection:

(5) Surety Company AM BEST rating:

(6) Attach to this bid the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.

(7) Attach to this bid a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

(8) Attach to this bid a list of at least three construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

Names, address and telephone number of owner.

Name of project.

Brief description of the work involved.

Contract amount.

Date of completion of contract.

Name, address and telephone number of architect or engineer.

Name of owner's project engineer.

**AGREEMENT
COMMERCIAL BASIN
BREAKWATER REPAIR PROJECT**

THIS AGREEMENT is dated this _____ day of _____ in the year 2016, by and between the Port of Port Townsend, 2701 Jefferson Street, Port Townsend, WA 98368; (hereinafter called Owner) and

_____, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Work under this project is described by the Plans and these Contract Documents. This work includes

- Excavate & Spread Sand..... 250 CY
- Geotextile..... 650 SY
- Permeable Ballast 150 TON
- Quarry Spalls.....300 TON
- 3 Man Rock..... 750 TON
- 4 & 5 Man Rock..... 500 TON
- Revegetate Top of Breakwater.... 6750 SF

ARTICLE 2. CONTRACT TIME.

Subject to delays granted due to conditions entitling the Contractor to an extension of time under the Contract Documents, the undersigned agrees to complete all work under this Contract within 30 calendar days beginning with the tenth calendar day after the date of written notice to proceed with the work.

ARTICLE 3. CONTRACT PRICE

Owner shall pay Contractor for completion of the work in accordance with the amounts set forth in the Bid Schedule, including Washington State sales tax, as summarized below:

Total Agreement Amount \$ _____
(page 2 Bid Proposal & Bid Form)

ARTICLE 4. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the work consist of this Agreement and the following attachments to this Agreement:

Advertisement for Bids.

Bidders' Information

Bid Proposal including the Bid Schedules, Bidders' Information, and all required certificates and affidavits.

Performance and Payment Bonds.

Special Provisions

Drawings consisting of 2 pages

Addenda numbers _____ inclusive.

Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended by Change Order as provided for in Section 1-04.4 of the Standard Specifications.

ARTICLE 6. MISCELLANEOUS.

An assignment by a party hereto of any rights under or interests in the Contract Documents will not be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

OWNER:

CONTRACTOR:

By _____
Sam Gibboney
Executive Director
Port of Port Townsend

By _____

License No

LABOR AND MATERIALS PAYMENT BOND

INFORMATION ONLY

The following form must be executed and submitted by the successful Bidder within ten (10) days following notice of award.

LABOR AND MATERIAL PAYMENT BOND

We _____ as Principal, and
_____ as Surety, jointly and severally bind ourselves, our
heirs, successors and assigns as set forth herein to the Port of Port Townsend
(hereinafter called the Owner) for payment of the penal sum of
_____ Dollars (\$ _____), lawful money of the United
States in connection with the owner's award to the Contractor of a contract for
construction of the following project:

Port of Townsend Commercial Basin Breakwater Repair Project

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors and materialmen, taxing authorizes and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with RCW Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modifications, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the

*PORT OF PORT TOWNSEND
BREAKWATER REPAIR PROJECT
LABOR AND MATERIALS PAYMENT BOND*

State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in four original counterparts on _____, 2016

CONTRACTOR: _____

By: _____

Title: _____

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with RCW 39.08 may be addressed to:

(Name and address of Surety) _____

(Name and address of Surety's agent for service of process in Washington if different from above)

(Telephone No. of Surety's Washington agent) : _____

(Attach acknowledgment)

Surety: _____

By : Its Attorney-in-Fact _____

Notice:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

PERFORMANCE BOND

INFORMATION ONLY

The following form must be executed and submitted by the successful bidder within ten (10) days following notice of award.

PERFORMANCE BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to the PORT OF PORT TOWNSEND (hereinafter called the Owner) for payment of the penal sum of _____ Dollars (\$ _____) lawful money of the United States in connection with the owner's award to the Contractor of a contract for construction of the following project:

COMMERCIAL BASIN BREAKWATER REPAIR PROJECT

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least two (2) years after Substantial Completion, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation.

This bond is provided pursuant to and in compliance with RCW Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in four original counterparts on _____, 2016

CONTRACTOR: _____

By: _____

Title: _____

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with RCW 39.08 may be addressed to:

(Name and address of Surety) _____

(Name and address of Surety's agent for service of process in Washington if different from above)

(Telephone No. of Surety's Washington agent) : _____

(Attach acknowledgment)

Surety: _____

By : Its Attorney-in-Fact _____

Notice:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

SPECIAL PROVISIONS
COMMERCIAL BASIN
BREAKWATER REPAIR PROJECT

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2016 edition, as amended, issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter the "Standard Specifications").

The Standard Specifications, as modified or supplemented by these Special Provisions, shall govern all the work. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should be interpreted that the balance of the section does not apply.

In case of conflict between the various elements of the Contract Documents, refer to Section 1-04.2 of the Standard Specifications for order of precedence.

DESCRIPTION OF WORK

The work to be performed under this Contract consists of furnishing all materials, equipment, tools, labor, and other work or items incidental thereto; and performing all Work as shown on the Plans, required by the Contract, and in accordance with the Contract Documents, all of which are made a part hereof.

This project involves the following:

- Excavate & Spread Sand..... 250 CY
- Geotextile..... 650 SY
- Permeable Ballast 150 TON
- Quarry Spalls.....300 TON
- 3 Man Rock..... 750 TON
- 4 & 5 Man Rock..... 500 TON
- Revegetate Top of Breakwater.... 6750 SF

NOTATION

These Special Provisions *supplement*, add *new*, *replace*, or *modify* the combined Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

- Supplement:* Text supplements, slightly modifies, or adds clarification to the identified section of the Standard Specification.
- New:* Item / specification is unique to this project and will not be found in the Standard Specifications.
- Replacement:* A replacement of the entire identified section or subsection of the Standard Specifications.
- Modification:* A replacement of the entire identified sentence or paragraph of the Standard Specifications.

DIVISION 1 GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions *Supplement*

Whenever reference is made in the Standard Specifications to the State Department of Transportation, Secretary, Secretary of Transportation, State Treasurer, Commission, or Washington Transportation Commission, such reference shall be interpreted to mean the Port of Port Townsend (Owner) acting through its manager and employees, or duly authorized representatives, as applicable.

1-02 BID PROCEDURES AND CONDITIONS

1-02.12 Public Opening of Proposals *Supplement*

Date of Opening Bids

Bids are to be received at the Port of Port Townsend, 2701 Jefferson Street, Port Townsend, WA 98368 until 2:00 P.M. Wednesday October 12, 2016.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes *Supplement*

The Owner shall be responsible for setting all alignment stakes necessary for the construction of the breakwater repair.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes *Supplement*

The work on this contract is to be performed upon lands whose ownership obligates the contractor to pay Sales tax. The provisions of Section 1-07.2(1) apply.

1-07.6 Permits and Licenses *Supplement*

The Contracting Agency is in the process of obtaining the below-listed permits for this project. Copies of the permits will be provided to the Contractor when available and these permits are required to be onsite at all times.

US Army Corps of Engineers, Section 404 and Section 10 permit
Washington Dept of Fish & Wildlife, Hydraulic Project Approval
If permit stipulations affect the total project cost, a price adjustment will be allowed.

Hours of Work

Contractor work hours shall be limited to 7:00 am to 6:00 pm, Monday through Friday, except as approved by the Engineer. There shall be no work on legal holidays.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time for Completion *Supplement*

This project shall be physically completed within 30 calendar days.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities *Supplement*

Payment for all items of work required by this project shall be on a lump sum basis

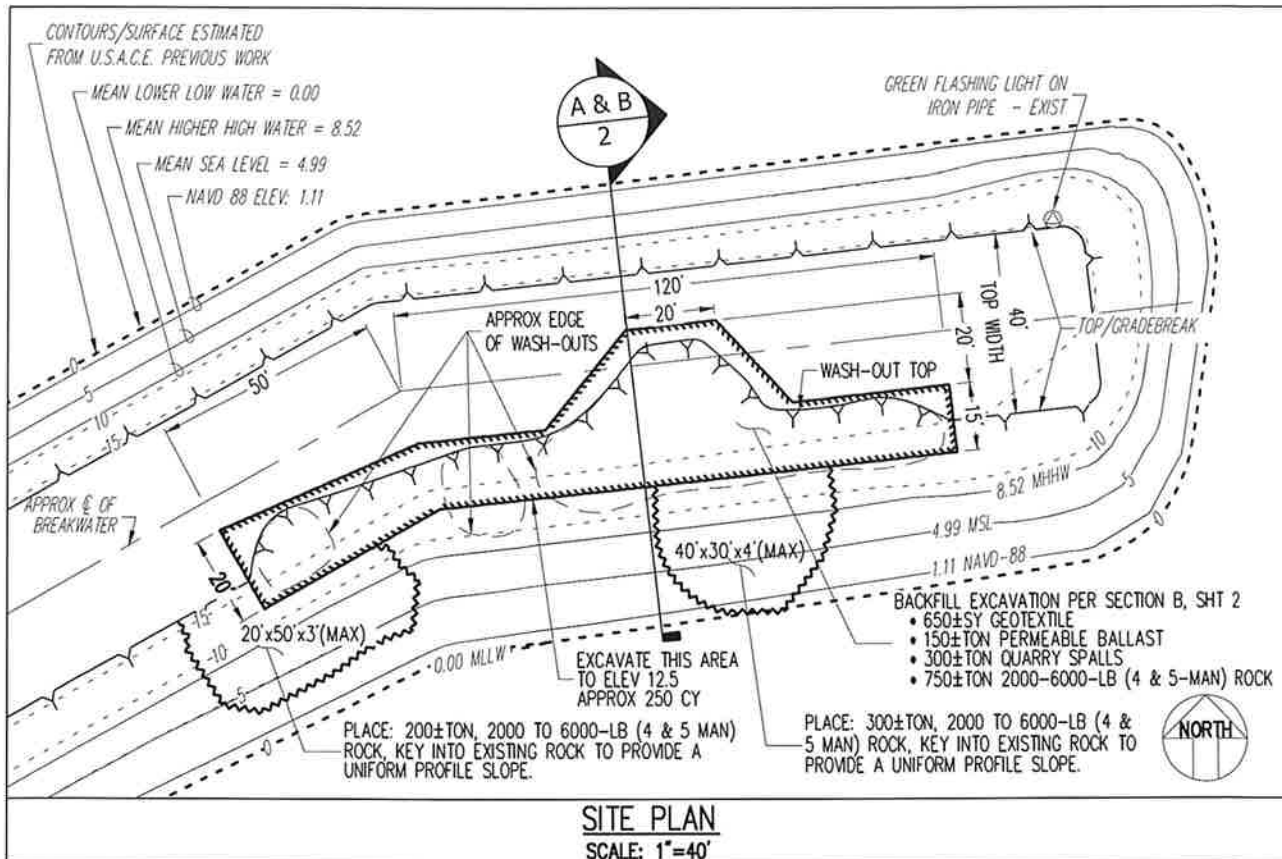
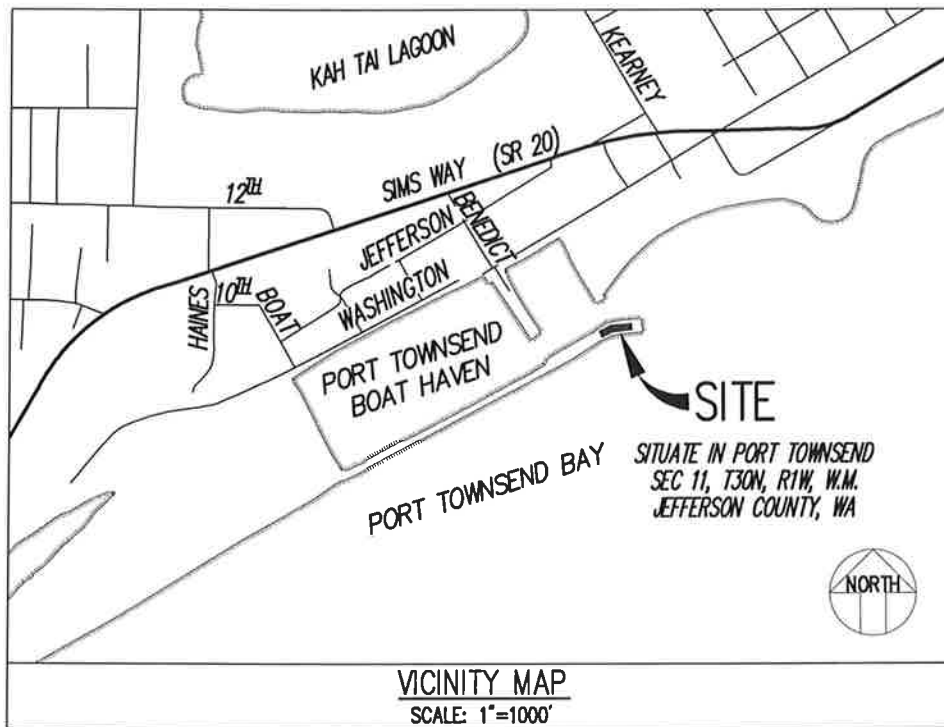
1-09.7 Mobilization *Replacement*

Mobilization, demobilization, and administration required for this work shall include, but is not necessarily limited to, the following items and work associated with any or all of the various schedules of the work when required by the Contract Documents: Bonds and Insurance, Mobilization, Pre-construction Conference, Permits and Licenses, Invoice Preparation, Administration Costs, Materials Testing, Construction Schedule, Temporary Facilities, Construction Meetings, Cleanup, Demobilization, and Record Drawings.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-15 RIPRAP *New*

Permeable ballast and quarry spalls may end dumped and spread uniformly. Rock fill and armoring shall be individually stacked and locked. 4 & 5 man rock shall be keyed at toe of slope. Place a minimum of two layers of 3, 4 & 5 man rock.



REFERENCE:
APPLICANT: PORT OF PORT TOWNSEND

ADJACENT PROPERTY OWNERS:
1. STATE OF WASHINGTON [WATERS OF]
2. PORT OF PORT TOWNSEND

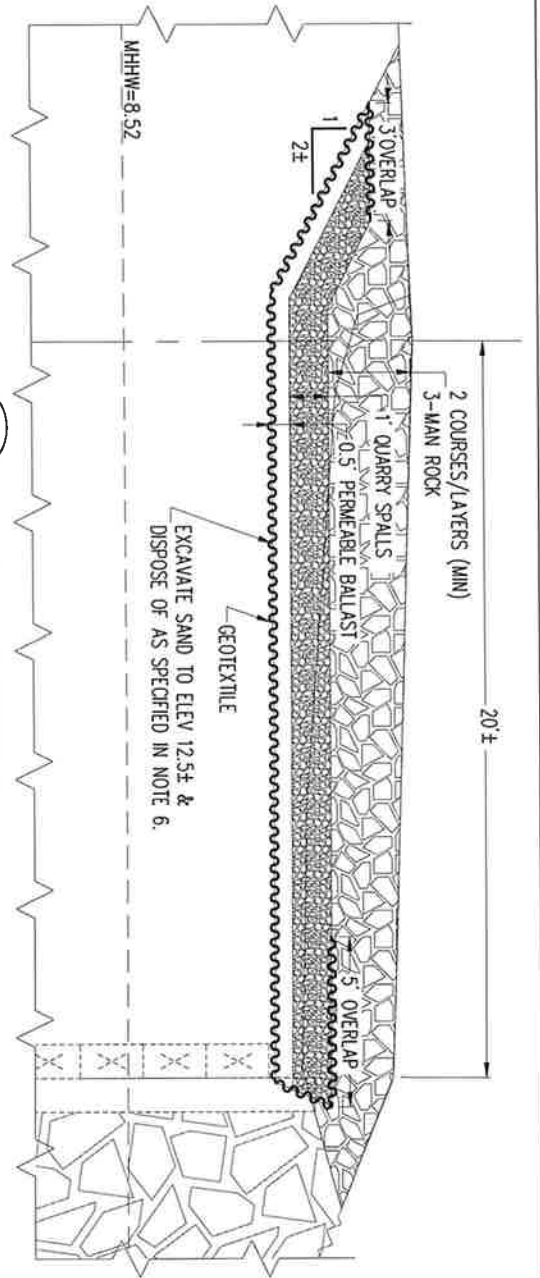
LOCATION: PORT TOWNSEND BOAT HAVEN-PN: 957602301
WASHINGTON STREET
PORT TOWNSEND, WA

LAT/LONG: 48.107004°N ... 122.77159°W

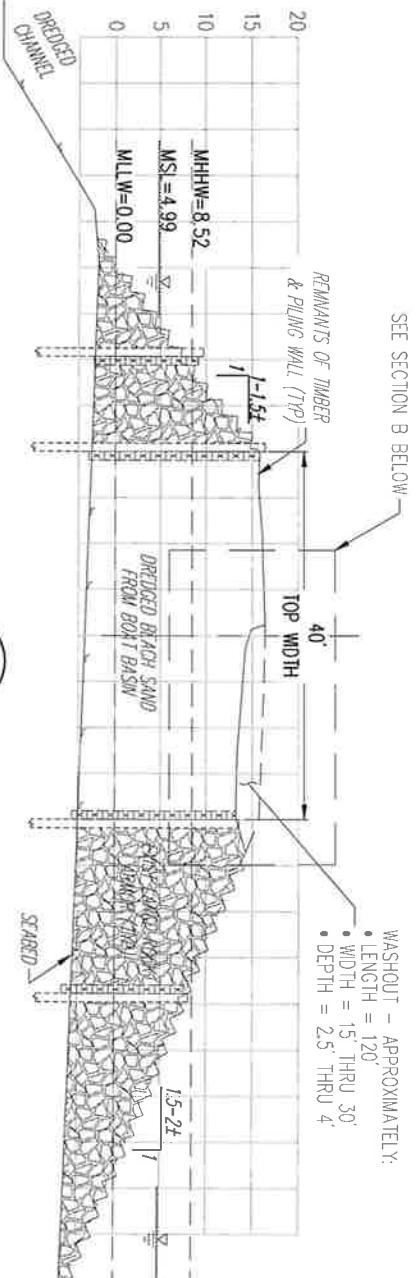
PAGE 1 OF 2 DATE: 9/22/16

PROPOSED PROJECT: BREAKWATER REPAIR

IN: PORT TOWNSEND BAY
NEAR/AT: PORT TOWNSEND
COUNTY: JEFFERSON
STATE: WASHINGTON



B
REPAIR SECTION B
SCALE: 1" = 5' ± (H&V)



A
SECTION A
SCALE: 1" = 20' ± (H&V)

- WASHOUT - APPROXIMATELY:
- LENGTH = 120'
 - WIDTH = 15' THRU 30'
 - DEPTH = 2.5' THRU 4'

6. EXCAVATED SAND SHALL BE SPREAD ON TOP OF THE BREAKWATER WORK AREA. THE SAND SHALL BE MOUNDING ON THE 3 MAN ROCKS TO ACCOMMODATE EVENTUAL SETTLEMENT INTO THE ROCK VOIDS. (AN APPROXIMATE VOLUME OF 250 CY WILL REQUIRE AN AREA 30' WIDE X 225' LONG X 1' DEEP) ALL DISTURBED AREAS ON TOP OF THE BREAKWATER SHALL BE RE-VEGETATED WITH PLANTS SUITED TO THIS ENVIRONMENT UPON COMPLETION OF ALL OTHER WORK.

5. APPROXIMATE QUANTITIES:
- EXCAVATE & SPREAD SAND 250-CY
 - GEOTEXTILE 650-SY
 - PERMEABLE BALLAST 150-TON
 - QUARRY SPALLS 300-TON
 - 3 MAN ROCK 750-TON
 - 4 & 5 MAN ROCK 550-TON
4. ROCK FILL AND ARMORING SHALL BE PER WSDOT 9-13.7. APPROXIMATE WEIGHT AND SIZES FOLLOW:
- 3 MAN ROCK - 700 TO 2000 POUNDS WITH AVERAGE DIMENSIONS OF 28" TO 36"
 - 4 & 5 MAN ROCK - 2000 TO 6000 POUNDS WITH AVERAGE DIMENSIONS OF 36" TO 54"
3. QUARRY SPALLS SHALL BE PER WSDOT 9-13.6. GRADATION FOLLOWS:
- 8" - 100% PASSING
 - 3" - 40% MAX PASSING
 - 3/4" - 10% MAX PASSING
2. PERMEABLE BALLAST SHALL BE PER WSDOT 9-03.9(2). GRADATION FOLLOWS:
- 2 1/2" - 100% PASSING
 - 2" - 65 TO 100%
 - 3/4" - 40 TO 80%
 - NO 4 - 5% MAX

NOTES:

1. GEOTEXTILE SHALL BE NON-WOVEN, HIGH SURVIVABILITY PER WSDOT 9-33.2(1), TABLE 3, FOR SOIL STABILIZATION.

DATUM REFERENCE:

BENCH MARK "R 257 1944"; EPOCH 1983-2001
 = PD# "TR0559" @ 1922 NAVD-88 SUPERCEDES 1925 NAVD-88 NATIONAL GEODETIC SURVEY
 = VM# "1123" @ 20.33 ABOVE MLW OF MAP STATION 9444900, NOAA/NDS/CO-OPS
 = "RM1" @ 15.79 NGVD29, FEMA FIRM COMMUNITY PANEL # 53007000109

MHHW=8.52 MHW=7.84
 MSL=4.99 NGVD29=4.79 MTL=5.17
 MLW=0.00 NAVD88=1.11 MLW=2.49

DATUM EQUALITY REFERENCE
 ELEVATIONS IN FEET

REFERENCE:
 APPLICANT: PORT OF PORT TOWNSEND

PROPOSED: BREAKWATER REPAIR
 LOCATION: PORT TOWNSEND BOAT HAVEN
 PN: 957602301
 SHEET 4 OF 2 DATE: 9/22/16