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Addendum 3
Solicitation 23-AA06
Steel Materials for Seawall Reconstruction

This addendum serves to notify all bidders of the following changes to the solicitation documents:

Please see the attached document from AMI.

Additional questions asked are answered in *italics* below.

1. How long from invoice date will the owner pay? At what point could invoices be sent, approved, and paid out? *Per MN Statute, the City must pay invoices within 35 days of the date of receipt of approved material, or within 35 days of receipt of invoice for the delivery of the approved material, whichever is later. Invoices may be sent as material is delivered.*
2. Does the Owner have the ability to unload material at a staging area? *Yes. As stated in the attached document from AMI, the Owner will be responsible for providing labor and equipment to unload the materials at Lot D.*
3. What is the amount for liquidated damages? Please elaborate on the other consequences. *Please see the attached 2018 MNDot Spec 1807 Failure to Complete Work on Time. The City of Duluth reserves the right to negotiate with the awarded bidder to allow additional time for delivery or sequencing of required materials in order to optimize the construction schedule.*

Please acknowledge receipt of this Addendum by checking the acknowledgment box within the www.bidexpress.com solicitation.

Posted: **May 16, 2023**



Consulting Engineers P.A.

May 16, 2023

Re: Steel Materials for Seawall Reconstruction (Solicitation No. 23-AA06) – Addendum #3
AMI Project # 211016

1. The following sheet pile sections have been approved as equal to the specified PZC-18 Sheet pile.
 - a. Hot Rolled Sheet Pile ESZ 19-700
2. Interlock sealants are not required for any sheet pile sections (Hot-rolled & cold-rolled).
3. The City is requesting bids for steel materials as identified in the specifications. Proposed bids shall not include sales tax. The City is tax exempt, and a Minnesota Revenue Certificate of Exemption will be provided upon request. The City does not assign or transfer its tax exempt status.
4. Line Item #1 “MATERIAL HANDLING” has been removed from the Bid Form. Steel materials shall be delivered to Lot D at 900-1100 West Railroad Street in Duluth, MN. Freight and loading at shipping point shall be considered incidental to each bid item (FOB Destination, Freight Prepaid). The City will be responsible for providing labor & equipment to unload the materials at Lot D.
5. Performance and Payments Bonds are **not** required for this contract.

BID PROPOSAL FORM

The purpose of this BID PROPOSAL FORM is to present Unit Costs for furnishing material or system not purchased by Owner. Contractor is responsible for providing final quantities of materials based on their bid.

NOTE: All costs are to be considered final with materials delivered to the Duluth, MN. Include cost for all materials, including but not limited to, shipping, fabrication, labor, equipment, insurance, permits state and local taxes, overhead and profit to provide items listed under each system. The costs below are to be considered complete with pickup from Contractor's selected location and delivery to Lot D at 900-1100 West Railroad Street, Duluth, MN 55802.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
STEEL PROCUREMENT					
4	MATERIAL HANDLING: Contractor shall provide Labor and Equipment Necessary to load materials at Contractor's selected location and unload materials at Lot D at 900-1100 West Railroad Street in Duluth, MN. The Contractor will be provided an approximate space of 300-feet by 250 feet for storage of materials.	4	LS	-	-
2	STEEL SHEET PILE - DOCK WALL: Furnish PZC18 (or equivalent) x 50-foot length Steel Sheet Piling, ASTM A572 Grade 50 or better in accordance with all Drawings and Specifications. Quantity of steel sheet pile to be provided was determined based on the horizontal length of wall by the length of the sheet pile (Projected Face). The horizontal length of the wall does not account for the sloped faces of the sheet pile.	63250	SF	\$ -	\$ -
3	PROTECTIVE STEEL COATINGS FOR DOCK WALL SHEET PILE: Application of Owner approved coating to one side of the steel sheet pile to the thickness and limits specified in the project plans & specifications. Quantity of coating to be installed was determined based on total horizontal length of wall by the vertical height of the coating (Projected Face = 1,265 ft x 17 ft = 21,505 SF). Quantities do not include sloped faces of sheet pile. Contractor shall account for these additional surfaces in the unit costs.	21505	SF	\$ -	\$ -
4	DOUBLE CHANNEL WALE: Furnish 2-C12x30 channel, ASTM A572 Grade 50, in accordance with all Drawings and Specifications. Steel members shall be loose in 40-foot sections with the exception of one 20-foot section. Quantity of steel to be provided was determined based on total length of double channel wale. Each foot of double channel wall specified in the Quantity column accounts for 1-foot section of two channels.	1220	LF	\$ -	\$ -
5	STEEL PIPE PILES: Furnish 16"Øx0.5" Thick x 46-foot length Steel Piling, ASTM A252 Grade 3 or better, in accordance with all Drawings and Specifications.	5198	LF	\$ -	\$ -
6	BENT PLATE STEEL PILE CAP: Furnish 3/8-inch Bent Steel Plate Cap, ASTM A572 Grade 50, in accordance with all Drawings and Specifications. Steel members shall be loose in 40-foot sections with the exception of one 20-foot section.	1220	LF	\$ -	\$ -
TOTAL LUMP SUM BID					\$ -

1806.3

- (1) One whole day for each day of work that the Contractor makes progress or could have made progress during a working day on one or more Critical Activities for at least 6 continuous hours.
- (2) One whole day when the Engineer orders a work suspension for reasons of Contractor's fault or negligence.
- (3) One whole day for Non-Excusable Delays as specified in 1806.2.C, "Non-Excusable Delays."
- (4) One half (1/2) day for each day of work that the Contractor makes progress or could have made progress during a working day on one or more Critical Activities for at least 2 continuous hours.

The Department will not charge a working day:

- (1) When the Contractor could not effectively prosecute Critical Activities for at least 2 continuous hours during a working day due to:
 - (1.1) Excusable, Non-Compensable Delays as specified in 1806.2.A, "Excusable, Non-Compensable Delays."
 - (1.2) Excusable, Compensable Delays as specified in 1806.2.B, "Excusable, Compensable Delays."
 - (1.3) Concurrent Delays as specified in 1806.2.D, "Concurrent Delays."
- (2) On Saturdays, Sundays, and legal holidays.
- (3) During the inclusive period from November 15 through April 15, except as specified in 1806.1, "Determination and Extension of Contract Time, General."
- (4) During Suspensions of Work Ordered by the Engineer as specified in 1402.4, "Suspensions of Work Ordered by the Engineer," except for work suspensions ordered by the Engineer for reasons of Contractor's fault or negligence.

The Department will add or subtract working days via Supplemental Agreement to the Contract. The number of working days to be added or subtracted will be determined as specified in 1806.1, "Determination and Extension of Contract Time, General":

- (1) For Differing Site Conditions as specified in 1402.2, "Differing Site Conditions."
- (2) For Significant Changes in the Character of the Work as specified in 1402.3, "Significant Changes to the Character of Work."
- (3) For Extra Work as specified in 1402.5, "Extra Work."

The Engineer will furnish the Contractor a weekly statement showing the working days charged to the project, except during periods when the Engineer determines that working day charges will not be made. The statement will include an accounting of all delays affecting the Critical Path. The Engineer will classify each of these delays as excusable non-compensable, or excusable compensable, or non-excusable, in accordance with 1806.2, "Types of Delays," or weather-related in accordance with 1806.3, "Determination of Charges on Working Day Contracts," and 1806.4, "Extension of Contract Time Due to Weather on Calendar Day and Completion Date Contracts."

The Engineer will commence assessing working day charges on the Contract Starting Date and cease when the Contractor has completed all Work, including maintenance and final cleanup operations. However, assessments will be made for work conducted before the Contract Starting Date when the operations in progress result in traffic restriction. In that case, the work causing the traffic restriction will be considered Critical Path Work and working days will be assessed.

Objections by the Contractor as to an improper or excessive assessment of working day charges shall be in the form of a written protest to the Engineer, within 10 calendar days of receipt of statement, setting forth the specific dates and justifications for reduced charges. If the Engineer finds the Contractor's protest to be valid or if the Department detects an error, the Engineer will issue corrected weekly statements. Once accepted by the Contractor, whether explicitly or as a result of the Contractor's failure to file a timely protest, the weekly statement is final and the Contractor waives entitlement to an extension of Contract Time or compensation for any delays not explicitly identified by the weekly statement. In case of disagreement, the Contractor may request an administrative review of contested charges by the Department's Construction Engineer.

1806.4 EXTENSION OF CONTRACT TIME DUE TO WEATHER ON CALENDAR DAY AND COMPLETION DATE CONTRACTS

The Department will not consider weekends, holidays, or any days between November 15 and April 15, inclusive, as eligible for extensions of Contract Time due to weather unless the Engineer directs the Contractor to work those days, or the Contractor's accepted progress schedule in place at the time the delay occurred indicated that the Contractor intended to perform Critical Path Work on those days.

1807 FAILURE TO COMPLETE THE WORK ON TIME

The Department is entitled to damages for failure of the Contractor to complete the Work within the Contract Time. In view of the difficulty in making a precise determination of actual damages incurred, the Department will assess a daily charge not as a penalty but as liquidated damages to compensate the Department for the additional costs incurred.

In suits involving assessment or recovery of liquidated damages, the reasonableness of daily charges will be presumed and the amount assessed will be in addition to every other remedy enforceable at law, in equity, by statute, or under the Contract.

1807.1 ASSESSMENT OF LIQUIDATED DAMAGES

The Department will deduct liquidated damages from money due the Contractor for each calendar day that the Work remains incomplete after the Contract Time expires. The Engineer will deduct liquidated damages based on the original Contract Amount and Table 1807-1.

Original Contract Amount		Liquidated damage charge per calendar day, \$
From more than, \$	To and including, \$	
0	25,000	300
25,000	100,000	400
100,000	500,000	900
500,000	1,000,000	1,200
1,000,000	2,000,000	1,500
2,000,000	5,000,000	2,500
5,000,000	10,000,000	3,000
10,000,000	—	3,500

1807.2 WAIVER OF LIQUIDATED DAMAGES

The Department may waive all or any portion of liquidated damages after the date the Work is substantially completed if the Engineer determines that the Work is in a condition that no longer requires ongoing inspection by the Department.

The Department will not deduct liquidated damages during periods of authorized suspension.

The Department does not waive any of its rights under the Contract by allowing the Contractor to continue and finish the Work or any part of the Work after the Contract Time expires. The Department does not waive its rights to recover liquidated damages from the Contractor or its Surety by either:

- (1) Taking over the Work, or
- (2) Terminating the Contract.

1808 DEFAULT OF CONTRACTOR

The Commissioner, after giving due notice to the Contractor and its Sureties, will have full power and authority to take the prosecution of the Work out of the hands of the Contractor without violating the terms of the Contract if the Contractor commits any of the following events of default:

- (1) Fails to start the Work by the Contract starting date and any intermediate starting date, as required in 1806, "Determination and Extension of Contract Time,"
- (2) Fails to perform the Work with sufficient workers and equipment or with sufficient Materials to ensure prompt completion of the Work as required in 1804, "Failure to Maintain Satisfactory Progress,"
- (3) Fails to perform the Work satisfactorily as required by 1512, "Unacceptable and Unauthorized Work,"
- (4) Suspends the prosecution of Work without permission of the Engineer as required in 1803.6, "Temporary Suspensions,"
- (5) Neglects or refuses to remove Materials or reconstruct Work rejected as defective or unacceptable as required in 1512, "Unacceptable and Unauthorized Work,"
- (6) Fails to resume suspended Work within a reasonable time after notice to do so, as required by 1803.6, "Temporary Suspensions,"
- (7) Becomes insolvent, is declared bankrupt, or is the subject of a voluntary or involuntary bankruptcy petition,
- (8) Makes an assignment for the benefit of creditors,
- (9) Fails to comply with the Labor Provisions required by the Contract, or
- (10) Fails to carry on the Work in an acceptable manner for any other cause whatsoever.
- (11) Repeatedly fails to make payment in accordance with the Contract to subcontractors or suppliers for labor or materials.

The Engineer will give the Contractor and Sureties written notice of any default, and will identify the facts of the events of default together with a demand that the Contractor correct such events of default to the satisfaction of the Engineer. If within a period of 10 business days after such notice the Contractor and Sureties fail to correct the identified events of default, the Commissioner will exercise any lawful authority and take any lawful action with respect to such default and with respect to securing performance of the Work.

The Contractor and Department acknowledge the following:

- (1) A notice of default is duly served when it is delivered in person or by registered mail to the Contractor and Sureties or to their authorized representatives, including persons in charge of their offices; and