

**DOCUMENT 00 00 12**

**ADDENDUM NO. 2  
MAY 31, 2023**

**2023 CONSTRUCT SRE BUILDING  
AIP No. 3-27-0025-19-2023  
CITY OF DULUTH NO. 23-4402  
SKY HARBOR AIRPORT  
DULUTH, MN**

**SEH No. DULAI 167772**

From: Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, MN 55110-3507  
651.490.2000

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over and become part of the original bidding documents dated May 10, 2023 and Addenda dated May 22, 2023 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of 1 page, Document 00 11 13 – Advertisement for Bids (1 page), Document 00 41 00 – Bid Form (4 pages), and Document 00 43 00 – Bid Bond (2 pages).

**Clarification to the Bidding Documents:**

1. Bid Date will be changed to Thursday, June 22, 2023 @ 2:00 PM.
2. The Owner is aware of the concern for long-lead time on materials. The Owner is considering increasing the amount of calendar days to complete the work and including flexibility in liquidated damages to account for lead-time materials in future Addendums.

**Changes to Bidding Requirements:**

3. Document 00 11 13 – Advertisement for Bids, DELETE in its entirety and REPLACE with attached document.
  1. Updated Bid Date
4. Document 00 41 00 – Bid Form, DELETE in its entirety and REPLACE with attached document.
  1. Updated Bid Date
5. Document 00 43 00 – Bid Bond, DELETE in its entirety and REPLACE with attached document.
  1. Updated Bid Date

Note: Receipt of this Addendum No. 2, dated May 31, 2023, shall be acknowledged on [Bid Express](#). Failure to do so will not allow Bidder to submit Bid.

**END OF ADDENDUM**

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

**2023 Construct SRE Building  
Sky Harbor Airport  
Duluth, Minnesota**

**City of Duluth No. 23-4402  
AIP No. 3-27-0025-19-2023  
SEH No. DULAI 167772**

Notice is hereby given that Online Bids will be received by the City of Duluth, on behalf of the Duluth Airport Authority, until **2:00 pm, Thursday, June 22, 2023**. Bids may be submitted electronically through Bid Express® at [www.bidexpress.com](http://www.bidexpress.com), for the furnishing of all labor and material for the construction of 2023 Construct SRE Building. The City Purchasing Agent will conduct a public bid opening via webex livestream, immediately after the deadline for receiving bids. Information and the link for viewing the bid opening may be found at [www.duluthmn.gov/purchasing/bids-request-for-proposals/](http://www.duluthmn.gov/purchasing/bids-request-for-proposals/)

Major components of the Work include: Construction of a 40' x 40' Snow Removal Equipment (SRE) Storage Building, site preparation, stormwater management and associated utilities, mechanical and electrical components.

Plans and specifications may be viewed and downloaded at no cost at [www.bidexpress.com](http://www.bidexpress.com). Bidders must create a free account with Bid Express®; and login to search for city projects (search by "City of Duluth" or bid number). Bid Express® does charge a nominal fee for bid submission. More information can be found at [https://www.bidexpress.com/vendor\\_resources](https://www.bidexpress.com/vendor_resources)

For this project, bids will **ONLY** be received electronically. Bids shall be completed according to the Bidding Requirements prepared by SEH dated **May 10, 2023**.

In addition to digital plans, paper copies of the Bidding Documents may be obtained from Docunet Corp. located at 2435 Xenium Lane North, Plymouth, MN 55441 (763.475.9600) for a fee of \$300.00.

A Pre-Bid conference will not be held for this project. Contractors may contact Ryan Falch ([rfalch@sehinc.com](mailto:rfalch@sehinc.com)) for questions pertaining to the bidding documents.

Bid security in the amount of 5 percent of the Bid, payable to the Duluth Airport Authority, must accompany each Bid in accordance with the Instructions to Bidders. Bidders may submit electronic surety through Bid Express or copies of paper bid bonds may be emailed to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) but must be sent, received and verified prior to the bid opening date and time.

A Contractor responding to these Bidding Documents must submit to the City/Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

This Work shall be subject to minimum wages and labor standards in accordance with City of Duluth, US Department of Labor and the Minnesota Department of Labor and Industry.

The City of Duluth reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of Duluth and Duluth Airport Authority.

Duluth Airport Authority

By: Patrice Stalvig  
City of Duluth Purchasing Agent  
Duluth City Hall  
411 West First Street, Rm 120  
Duluth, MN 55802

In addition to the Bid Worksheet electronically completed and submitted online, this BID FORM - DOCUMENT 00 41 00 and the attachments provided must be completed and uploaded to Bid Express Online prior to the Bid opening time and date.

DOCUMENT 00 41 00

BID FORM

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

**PROJECT IDENTIFICATION:**            **2023 Construct SRE Building**  
   **Sky Harbor Airport**  
   **Duluth, Minnesota**  
   **AIP 3-27-0025-019-2023**  
   **SEH No. DULAI 167772**

**BIDS TO BE OPENED:**                    **2:00 PM, Thursday, June 22, 2023**

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**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to [Bid Express Online](#).
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – ATTACHMENTS TO THIS BID**

- 2.01 The following documents are attached to and made a condition of this Bid and shall be uploaded via [Bid Express Online](#):
  - A. Bid Surety (5 percent)
  - B. Declaration of Non-Collusion (Bid Express)
  - C. Responsible Contractor Verification & Certification of Compliance (Bid Express)
  - D. First Tier Subcontractor List (Attachment A-1) (Bid Express)
- 2.02 The following information must be emailed to [rfalch@sehinc.com](mailto:rfalch@sehinc.com) with 72 hours of the bid opening to remain in consideration for project award:
  - A. Signed Document 00 41 00 Bid Form

- B. Document 00 43 37 List of Proposed Suppliers
- C. Document 00 45 47 Certification of Compliance with Minnesota Statutes 363A.36
- D. Document 00 45 49 Buy American Certification – Total Facility

### ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the prices as indicated on the [Bid Express](#) Online Unit Price Bid.

### ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. **The Bid will remain subject to acceptance for 90 days after the day of Bid opening**, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidder
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the Addenda via [Bid Express](#) Online.

### ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS

- 6.01 Bidders Representations
  - A. In submitting this Bid, Bidder represents that:
    - 1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and acknowledges receipt of the Addenda via [Bid Express](#) Online.
    - 2. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
    - 3. Bidder has carefully studied reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
    - 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
    - 5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for

the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder certifies that:

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 7 – DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – SCHEDULE OF BID PRICES**

This form is completed in the Electronic Bidding process.  
The electronic form will be printed and inserted in this location for the hard copy of the Proposal.  
It will become a part of the Contract.

**END OF DOCUMENT**

**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <b>Sky Harbor Airport on behalf of the Duluth Airport Authority</b></p> <p>Address (<i>principal place of business</i>):  <b>4701 Grinden Drive          Duluth, MN 55811</b></p>	<p><b>Bid</b></p> <p>Project (<i>name and location</i>):  <b>2023 Construct SRE Building          Sky Harbor Airport          Duluth, MN</b></p> <p>Bid Due Date: <b>2:00 PM, June 22, 2023</b></p>
<p><b>Bond</b></p> <p>Penal Sum: _____</p> <p>Date of Bond: _____</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <hr/> <p align="center"><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <hr/> <p align="center"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p align="center"><i>(Signature)</i></p>	<p>By: _____</p> <p align="center"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p align="center"><i>(Signature)</i></p>	<p>Attest: _____</p> <p align="center"><i>(Signature)</i></p>
<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint ventures, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.