





Purchasing Division
Finance Department
Room 120
411 West First Street
Duluth, Minnesota 55802

 218-730-5340
 purchasing@duluthmn.gov

Addendum 1
Solicitation 24-4404
Runway 27 PAPI Replacement

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

Please see the attached documents.

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

Posted: **2/2/2024**

DOCUMENT 00 00 11

**ADDENDUM NO. 1
February 2, 2024**

**Runway 27 Precision Approach Path Indicator (PAPI) Replacement
Duluth International Airport (DLH)
Duluth, Minnesota
City of Duluth No. 24-4404
AIP No. 3-27-0024-
SP No. A6901-
SEH No. DULAI 175696**

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 January 18, 2024 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of the attached revised versions of the Advertisement for Bids, Instructions to Bidders, and Bid Form documents.

Changes to Bidding Requirements:

1. Document 00 11 13 – Advertisement for Bids: The document has been revised to reflect updated details for the required bid bond submittal. DELETE in its entirety and REPLACE with attached updated document.
2. Document 00 21 13 – Instructions to Bidders: The document has been revised to reflect updated details for the required bid bond submittal and submittal of DBE documentation. DELETE in its entirety and REPLACE with attached updated document.
3. Document 00 41 00 – Bid Form: The document has been revised to reflect updated details for the required bid bond submittal and submittal of DBE documentation. DELETE in its entirety and REPLACE with attached updated specification.

Attachments:

Updated Advertisement for Bids
Updated Instructions to Bidders
Updated Bid Form

Note: Receipt of this Addendum No.1, dated February 2, 2024 shall be acknowledged on [BidExpress](#). Failure to do so will not allow Bidder to submit Bid.

END OF ADDENDUM

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

**Runway 27 Precision Approach Path Indicator (PAPI) Replacement
Duluth International Airport (DLH)
Duluth, Minnesota**

**City of Duluth No. 24-4404
AIP No. 3-27-0024-
SP No. A6901-
SEH No. DULAI 175696**

Notice is hereby given that Online Bids will be received by the City of Duluth, on behalf of the Duluth Airport Authority, until 2:00pm, Thursday, February 8, 2023. Bids may be submitted electronically through Bid Express® at www.bidexpress.com, for the furnishing of all labor and material for the construction of Runway 27 PAPI Replacement. 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/

Major components of the Work include: Removal of existing PAPI facility, installation of concrete footings and new PAPI equipment, trenching in conduit, and pulling electrical cable to existing electrical vault facility.

Plans and specifications may be viewed and downloaded at no cost at 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.infotechinc.com/bidding>

For this project, bids will **ONLY** be received electronically. Bids shall be completed according to the Bidding Requirements prepared by SEH dated January 18, 2024.

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 approximately \$200.00.

A Pre-Bid conference will not be held for this project. Contractors may contact Jarrod Nelson (jnelson@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 be emailed to purchasing@duluthmn.gov in accordance with the Instructions to Bidders and must be sent, received and verified prior to the bid opening date and time. Spam filters and other security measures may prevent suspicious emails from being delivered. It is the bidder's responsibility to ensure the bid bond has been received by Purchasing.

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 and the Duluth Airport Authority reserve 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 the Duluth Airport Authority.

Addendum No. 1

Duluth Airport Authority

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

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* - The office from which the Bidding Documents are to be issued.
 - B. *Bidder or Responsible Bidder* – Terms used in these Bidding Documents that mean a ‘responsible contractor’ meeting the minimum criteria as defined in Minnesota Statutes, section 16C.285, subdivision 3.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Authorized sets of the Bidding Documents may be obtained digitally or by paper copy as directed in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete or unauthorized sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder must submit with its Bid in the Bid Express solicitation:
- A. Byrd Anti-Lobbying Amendment Certification
 - B. Bid Item Prices.
 - C. Acknowledgement of Addenda
 - D. Declaration of Non-Collusion (Bid Express)
 - E. Responsible Contractor Verification & Certification of Compliance (Bid Express)
 - F. First Tier Subcontractor List (Attachment A-1) (Bid Express)
 - G. Disadvantaged Business Enterprise (DBE) Certification reflecting intended DBE utilization percentage.
- 3.02 The following documents shall be submitted by email to jnelson@sehinc.com within 72 hours after 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 48 Buy American Certification
 - D. Document 00 45 47 Certification of Compliance with Minnesota Statutes 363A.36
 - E. Required DBE documentation in accordance with Article 24 and Document 00 73 30 Additional Special Provisions for Federally-Funded Contracts.

Addendum No. 1

- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1. The Supplementary Conditions identify:
 - (a) those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - (b) those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - (c) reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - (d) Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- 4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the

Addendum No. 1

responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

B. Underground Facilities

1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data:

1. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. On request, and to the extent Owner has control over the Site, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- B. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- C. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavations and utility locates.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding documents, including Addenda;

Addendum No. 1

- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) 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;
- E. consider the information known to Bidder; 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 the 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, including applying any specific means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will not be held for this Project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 4 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 Bidders must submit copies of paper bid bonds via email to purchasing@duluthmn.gov, but must be sent, received, and verified prior to the bid opening date and time. Bidders are responsible for ensuring their bonds have been received and are acceptable by the Purchasing Office.
- 8.02 No other options (certified check and bank money order) are allowable for submitting Bid Security.
- 8.03 **Bid security must be payable to the Duluth Airport Authority (Owner).**
- 8.04 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.05 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.06 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. Subcontractors must comply with MN Statute 16C.285 to do work under this project. It is the prospective Bidder's responsibility to verify its proposed subcontractors compliances with the statutes. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

- 12.03 All Bidders shall within 72 hours of the bid opening submit by email to jnelson@sehinc.com a list of the proposed Suppliers to remain in consideration for project award.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 All blanks on the Bid Form shall be completed. A Bid Price shall be indicated for each section, Bid Item and unit price item listed therein.
- 13.02 The Bid Form is available in Bid Express and must be submitted electronically.
- 13.03 The Bid must be executed as directed by the City of Duluth Purchasing website <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/> and by Bid Express.
- 13.04 The Bid shall contain an acknowledgment of receipt of all Addenda.
- 13.05 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.06 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach covenant to the Bid. The Bidder shall be either organized under Minnesota Law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements of M.S. 303.03.

ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Bid Form is to be completed and submitted in compliance with directions given on Bid Express.
- 15.02 The Bid shall be submitted no later than the date and time prescribed as indicated in the Advertisement for Bids, unless altered in an issued addendum.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner will not be accepted nor opened.
- 15.04 The submitted Bid Security may be emailed, as directed in the Advertisement for Bid. Request of actual copy upon award may be requested.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 If your bid was submitted in error, or if you wish to withdraw your bid, follow these steps: (before the solicitation closes)
 - Select your bid on the Bids tab.
 - Click Withdraw Bid.
 - Click OK in the confirmation window.After you have withdrawn your bid, an email confirmation will be sent to all users associated with your business. The email confirms that the bid has been withdrawn on this solicitation at a specific date and time.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner will reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Owner may also reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.
- 19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid

Addendum No. 1

for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – BUY AMERICAN CERTIFICATION

22.01 Contract requirements for Buy American Certification shall be in accordance with Document 00 45 48.

22.02 Within 3 business days following the opening of the bids and prior to the award of the Contract, the responsible low Bidder will be required to submit the Document 00 45 48 Buy American Certificate for Construction Projects.

- A. If requesting a Buy American Waiver for this Project, the required documentation is provided in Document 00 45 48.
- B. If submitting a formal waiver request, the responsible low Bidder shall submit to the Owner within 15 calendar days after the Bid opening.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

24.01 Contract requirements for DBEs shall be completed in accordance with Document 00 73 30 Additional Special Provisions for Federally-Funded Contracts.

Addendum No. 1

- 24.02 The goal for Disadvantaged Business Enterprises (DBE) is **2.1 percent**.
- 24.03 Form Exhibit B (dated 3/27/17) of Appendix H is required to be submitted via email within 72 hours after bid opening.
- 24.04 Intended DBE utilization percentage shall be entered with the Disadvantaged Business Enterprise (DBE) Certification in the Bid Express solicitation.

ARTICLE 25 – CERTIFICATION OF NON-SEGREGATED FACILITIES

- 25.01 Notice to Prospective Federally-Assisted Construction Contractors
 - A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 - B. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- 25.02 Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities
 - A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
- 25.03 Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- 25.04 Certification of Non-Segregated Facilities Form can be provided, if requested.

ARTICLE 26 – ELECTRONIC PAYMENT REQUIREMENTS

- 26.01 All payments to the successful bidder are required to be via Automated Clearing House (ACH). Refer to **Appendix F** for forms.
- 26.02 Successful Contractor shall submit the documents in **Appendix F** to the Sponsor two weeks prior to the request of first payment. Payments will not be made by any other means.
- 26.03 Failure of the successful bidder to set up ACH in a timely manner may delay payment.

END OF DOCUMENT

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

Contractor's Name _____

Telephone _____

PROJECT IDENTIFICATION: Runway 27 Precision Approach Path Indicator (PAPI) Replacement
Duluth International Airport
Duluth, Minnesota

City of Duluth No. 24-4404
AIP No. 3-27-0024-
SP No. A6901-
SEH No. DULAI 175696

BIDS TO BE OPENED: 2:00 PM, Thursday, February 8, 2024

TABLE OF ARTICLES

Article 1 – Bid Recipient1
Article 2 – Attachments to this Bid.....1
Article 3 – Basis of Bid.....2
Article 4 – Time of Completion2
Article 5 – Bidder’s Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda2
Article 6 – Bidder’s Representation and Certifications2
Article 7 – Defined Terms4
Article 8 – Schedule of Bid Prices4

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. Declaration of Non-Collusion (Bid Express)
 - B. Responsible Contractor Verification & Certification of Compliance (Bid Express)
 - C. First Tier Subcontractor List (Attachment A-1) (Bid Express)

Addendum No. 1

- 2.02 The following information must be emailed to jnelson@sehinc.com within 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 48 Buy American Certification
 - E. Required DBE documentation in accordance with Document 00 73 30 Additional Special Provisions for Federally-Funded Contracts

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 Bid Worksheet.

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 60 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 all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

Addendum No. 1

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
10. 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

Addendum No. 1

- 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