



ADDENDUM TO THE CONTRACT

for the

JUNEAU INTERNATIONAL AIRPORT (JNU) AIR CARGO HARDSTAND Contract No. BE17-223

ADDENDUM NO.: THREE

CURRENT DEADLINE FOR BIDS:
APRIL 11, 2017

PREVIOUS ADDENDA: TWO

ISSUED BY: City and Borough of Juneau
ENGINEERING DEPARTMENT
155 South Seward Street
Juneau, Alaska 99801

DATE ADDENDUM ISSUED: April 6, 2017

The following items of the contract are modified as herein indicated. All other items remain the same. This addendum has been issued and is posted online. Please refer to the CBJ Engineering Contracts Division webpage at:
<http://www.juneau.org/engineering ftp/contracts/Contracts.php>

PROJECT MANUAL:

- Item No. 1: SECTION 002113 – INSTRUCTIONS TO BIDDERS. **Delete** in its entirety and **replace** with the attached SECTION 002113 – INSTRUCTIONS TO BIDDERS, Labeled Addendum No. 3.
- Item No. 2: SECTION 004114 – BID SCHEDULE. **Delete** in its entirety and **replace** with the attached SECTION 004114 – BID SCHEDULE, labeled Addendum No. 3.

By: 

Greg Smith,
Contract Administrator

Total number of pages contained within this Addendum: 9

INSTRUCTIONS TO BIDDERS – 00 2113

1.0 DEFINITIONS. Terms used in these Instructions to Bidders and the Notice Inviting Bids have the meanings assigned to them in the General Conditions, 007000. The term "Bidder" means one who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

2.0 INTERPRETATIONS AND ADDENDA.

- A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator, or Owner, as having received the contract documents. Questions received less than seven days prior to the deadline for bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the Owner. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to plan holders. Hard copies are available upon request. The Owner will make all reasonable attempts to ensure that all plan holders receive notification of Addenda, however, it is strongly recommended by the Owner that Bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a bid.

3.0 FAIR COMPETITION. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the Owner believes that any Bidder is interested in more than one bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the Owner believes that collusion exists among the Bidders, all bids will be rejected.

4.0 RESPONSIBILITY OF BIDDERS. Only responsive bids from responsible Bidders will be considered. A bid submitted by a Bidder determined to be not responsible may be rejected. The Owner may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- A. Failure to submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening, as described in 004310.
- B. Evidence of bid rigging or collusion;
- C. Fraud or dishonesty in the performance of previous contracts;
- D. Record of integrity;
- E. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- F. Unsatisfactory performance on previous or current contracts;

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- G. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
- H. Uncompleted work that, in the judgment of the Owner, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- I. Failure to reimburse the Owner for monies owed on any previous contracts;
- J. Default under previous contracts;
- K. Failure to comply with any qualification requirements of the Owner; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- L. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- M. Lack of skill, ability, financial resources, or equipment required to perform the contract;
- N. Lack of legal capacity to contract.
- O. Bidders must be registered as required by law and in good standing for all amounts owed to the Owner per Paragraph 19.0 of this Section.
- P. Failure to submit a complete SubContractor Report as required in section 005100 – SubContractor Report.

Nothing contained in this section deprives the Owner of its discretion in determining the lowest responsible Bidder. Before a bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the Work, according to general standards of responsibility and any special standards that may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. Owner will make its determination of responsibility and has no obligation to request clarification or supplementary information.

5.0 NON-RESPONSIVE BIDS. Only responsive bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a bid may be rejected for being non-responsive are:

- A. If a bid is received by the CBJ Purchasing Division after the deadline for bids.
- B. If the bid is on a form other than that furnished by the Owner, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the Owner's bid document.

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- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid opening, provided that any selection of awards will be made by the Owner.
- E. If the bid does not contain a Unit Price for each Unit Price pay item listed, except in the case of authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable bid guaranty with the bid.
- H. If any of the Unit Prices bid are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Owner.
- I. If a Bid Modification does not conform to Paragraph 13.0 of this section.
- J. If all Bidding Forms are not submitted at time of Bid.

6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder before submitting a bid:

- A. To examine thoroughly the Contract Documents and other related data identified in the bidding documents. This includes, but is not limited to :
 - 1. Visiting the site to become familiar with and to satisfy the Bidder as to the local and specific conditions that may affect cost, progress, or performance of the Work,
 - 2. Considering federal, state and local laws and regulations that may affect cost, progress, or performance of the Work,
 - 3. Studying and carefully correlating the Bidder's observations with the Contract Documents, and other related data; and
 - 4. Notifying the Owner of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.
- B. To make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise that may affect cost, progress, or performance of the Work and that the bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the contract documents.
- C. To request access to the project site for purposes of obtaining additional information as described above at least ten days in advance of the advertised deadline for bids. The Owner will provide access and security escort to the Bidder, who shall pay for all costs associated with such escort. The Bidder's investigations shall be limited to actions that do not require permits or authorizations from the Federal Aviation Administration or similar agencies.

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The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the contract documents. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, **methods, techniques, sequences, or procedures of construction as may be indicated in or required** by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

7.0 BIDDING FORMS

- A. The Bid (004113), Bid Schedule (004114), Bid Security (004313), and other documents required at the time of bid submission shall be made on forms provided in the yellow bidding packet, or on legible and complete copies thereof. The specific forms and documents required for bidding this project are described in the bidding checklist (004100), and included in Bid Form (004113).
- B. All blanks on the Bid (004113), Bid Schedule (004114), Bid Security (004313), and other documents required at the time of bid submission must be signed in ink with all names legibly printed or typed below the signature.
- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the bid form. Failure to acknowledge Addenda may render bid non-responsive and may cause its rejection.
- F. The address to which communications regarding the bid are to be directed must be shown.

8.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. Requests for substitution or consideration of "or equal" items is not allowed during the bid period. The procedure for the submittal of substitute or "or-equal" products during execution of the Work is specified in the technical specifications.

9.0 SUBMISSION OF BIDS. The bid shall be delivered by the time and to the place stipulated in Section 000300 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its bid is received in proper time. Oral, telegraphic, emailed, or faxed bids will not be considered. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label

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included in Section 000300 – Notice Inviting Bids. The bid security shall be enclosed in the same envelope with the bid.

10.0 BID SECURITY, BONDS, AND INSURANCE. Each bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond (004313) in an amount of at least 5 percent of the total bid price. The "total bid price" is the amount of the Base Bid, plus the amount of alternate bid items, if any, that total maximum amount for which the contract could be awarded. Said check or bond shall be made payable to the Owner and shall be given as a guarantee that the Bidder, if offered the Work, will enter into an Agreement with the Owner, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, may be forfeited to the Owner. If the Bidder elects to furnish a Bid Bond as its bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.

11.0 RETURN OF BID SECURITY. The Owner will return all bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following execution of the Agreement, all other bid security checks will be returned to the respective Bidders whose bids they accompanied and bid security bonds will be appropriately discarded.

12.0 DISCREPANCIES IN BIDS. In the event there is more than one pay item in a Bid Schedule, the Bidder shall furnish a price for all pay items in the schedule, and failure to do so may render the bid non-responsive and cause its rejection. In the event there are Unit Price pay items in a Bid Schedule and the amount indicated for a Unit Price pay item does not equal the product of the Unit Price and quantity, the Unit Price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one pay item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

13.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

- A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the deadline for bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form (00 4115)** located at the end of this section. Submittal of any other form by the vendor may deem the modification unacceptable by the Owner. **A mail or fax modification should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed bid is opened.** Submitted

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Modification forms shall include the modification to the unit price or lump sum amount of each pay item modified.

FAX DISCLAIMER: It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline.

- B. Conditioned bids, limitations, or provisos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

14.0 WITHDRAWAL OF BID. Prior to the deadline for bids, the bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of bids.

15.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be made to the lowest responsive, responsible Bidder whose bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual Bid Schedule.
- B. If the Owner has elected to advertise this project with a Base Bid and Alternates, the Owner may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the Owner. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the work to be awarded.
- C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Additive Alternates (when used) in order of priority as listed on the Bid and within the limits of available funding.

16.0 EXECUTION OF AGREEMENT.

- A. All bids of value greater than \$1,000,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the bid protest period, the Owner will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the Owner

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on the Agreement form supplied in these contract documents, collect insurance, and shall furnish all certificates and bonds required by the Contract Documents within 10 calendar days from the date of the Notice of Intent to Award letter.

- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the Owner may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the Owner may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the Owner.

17.0 LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

18.0 FILING A PROTEST.

- A. A Bidder may protest the proposed award of a competitive sealed bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ website, <http://www.juneau.org/law/code/code.php>, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.
- B. Late protests shall not be considered by the CBJ Purchasing Officer.

19.0 CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT: Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

END OF SECTION

BID SCHEDULE - 00 4114

BASE BID

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
G-100a	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQ'D	Lump	Sum		
G-135a	CONSTRUCTION SURVEYING BY THE CONTRACTOR	LUMP SUM	ALL REQ'D	Lump	Sum		
G-200a	CONTRACTOR QUALITY CONTROL PROGRAM	LUMP SUM	ALL REQ'D	Lump	Sum		
G-700a	AIRPORT FLAGGER	CS	ALL REQ'D	Contingent	Sum	\$ 10,000	00
P-152a	UNCLASSIFIED EXCAVATION	CY	660				
P-157a	EROSION, SEDIMENT AND POLLUTION CONTROL ADMINISTRATION	LUMP SUM	ALL REQ'D	Lump	Sum		
P-157c	TEMPORARY EROSION, SEDIMENT AND POLLUTION CONTROL	LUMP SUM	ALL REQ'D	Lump	Sum		
P-157f	WITHHOLDING	CS	ALL REQ'D	Contingent	Sum	\$ 2,000	00
P-160a	EXCAVATION OF PAVEMENT (AC)	SY	1,070				
P-209b	CRUSHED AGGREGATE BASE COURSE	TON	740				
P-401h	HOT MIX ASPHALT TYPE II, CLASS E	TON	140				
P-501a	PORTLAND CEMENT CONCRETE PAVEMENT	CY	225				
P-620c	RUNWAY AND TAXIWAY PAINTING	LUMP SUM	ALL REQ'D	Lump	Sum		
P-620e	PAINTED MARKING REMOVAL	SF	2,000				
P-620g	TEMPORARY RUNWAY AND TAXIWAY PAINTING	LUMP SUM	ALL REQ'D	Lump	Sum		
P-670b	FLASHER UNIT FOR PLASTIC BARRIER	EACH	100				
p-670C	FLAG	EACH	100				

TOTAL BASE BID: _____

ADDITIVE ALTERNATE NO. 1

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
P-152a	UNCLASSIFIED EXCAVATION	CY	70				
P-160a	EXCAVATION OF PAVEMENT (AC)	SY	110				
P-209b	CRUSHED AGGREGATE BASE COURSE	TON	80				
P-401h	HOT MIX ASPHALT TYPE II, CLASS E	TON	30				
P-501a	PORTLAND CEMENT CONCRETE PAVEMENT	CY	15				

TOTAL ADDITIVE ALTERNATE NO. 1 _____

COMPANY NAME: _____

BID SCHEDULE - 00 4114