DOCUMENT 00 00 12

ADDENDUM NO. 2
June 24, 2024

Taxiway A Reconstruction – Phase 5
Duluth International Airport
Duluth Airport Authority
AIP No. 3-27-0024-079-2024
SP No. A6901-22X
City of Duluth No. 24-4409
SEH No. DULAI 174212

De-Icing Tank Pad
Duluth International Airport
Duluth Airport Authority
AIG No. 3-27-0024-079-2024
SEH No. DULAI 173199

Midfield Ramp Repairs – Phase 2
Duluth International Airport
Duluth Airport Authority
SP No. A6901-216
SEH No. DULAI 175226

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 29, 2024 and Addendum No. 1 dated June 20, 2024 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of the revisions to the specifications and drawings as listed below.

Changes to Specifications:

1. Document 00 52 00 – Standard Form of Agreement: Article 4 is updated to reflect revised contract time and contract date requirements. DELETE in its entirety and REPLACE with the attached revised specification section.

2. Document 00 73 00 – Supplementary Conditions: Article SC-15.03 is updated to reflect revised substantial completion definition. DELETE in its entirety and REPLACE with the attached revised specification section.

3. Section 01 71 23 – Field Engineering: Article 3.03D. is updated to reflect revised survey requirements. DELETE in its entirety and REPLACE with the attached revised specification section.

Changes to Drawings:

4. Drawing G1.02 - Construction Safety Plan Notes – Phase 5: Notes in lower left corner of plan sheet are revised:

    a. SCHEDULE notes are revised to read as follows:

25. Contractor shall be given 125 calendar days to achieve substantial completion for Taxiway A Reconstruction - Phase 5 work.

25A. Contractor shall complete Phase 5A-1 work in accordance with the construction phasing restrictions listed below and as designated on Sheet G2.00.

25B. Contractor shall be given 20 working days to achieve substantial completion for Phase 5B construction at the stormwater pond site.

b. PHASING notes are revised to read as follows:

29. No construction activity or operations will be allowed at the airport site during the dates of July 3 to July 7, 2025 due to the activities of the Duluth Air Show.

32. Phase 5A-1 requires 17 additional periods of nighttime work (11 PM – 5AM) which will require the temporary closure of Runway 9-27. An additional separate 24-hour period of weekend construction within the Runway Safety Area will be required for the reconstruction of water main.

5. Drawing G2.00 – Phasing Plan – Phase 5A & 5A-1: Notes in lower left corner of plan sheet are revised:

a. GENERAL PHASING NOTE is added as follows:

i. Contractor access to the Phase 5 construction site (including Phase 5A, Phase 5A-1, and Phase 5B) shall be from the Phase 5 project entrance located just east of the DAA/SRE Building, and will be routed directly across the SRE Apron to behind the the required low profile barricades. Phase 5B construction haul route will be coordinated with Engineer and Airport Manager to minimize impacts to Cirrus operations in the area of the Cirrus Ramp, at the southwest corner of the Phase 5 project site.

b. Construction phasing note in lower left corner of plan sheet is revised as follows:

Phase 5A-1 – Contractor shall complete work over a 60 hour weekend period and over 17 additional periods of nighttime work. An additional separate 24-hour period of weekend construction within the Runway Safety Area will be required for the reconstruction of water main. Close Runway 9-27 & close Taxiway A3 between Taxiway A and Runway 9-27.

6. Drawing G1.00 – Construction Safety Plan – Deicing Storage Tank Pad : SCHEDULE note is added as follows:

23. No construction activity or operations will be allowed at the airport site during the dates of July 3 to July 7, 2025 due to the activities of the Duluth Air Show. Deicing Storage Tank Pad work shall be both started and completed in full either before or after the Duluth Air Show.

7. Drawing G0.02 – Construction Safety Plan Notes – Midfield Ramp Repair – Phase 2: SCHEDULE note is added as follows:

22A. No construction activity or operations will be allowed at the airport site during the dates of July 3 to July 7, 2025 due to the activities of the Duluth Air Show. Midfield Ramp Repair – Phase 2 work shall be both started and completed in full either before or after the Duluth Air Show.

Attachments:
Updated Specifications

Note: Receipt of this Addendum No.2, dated June 24, 2024 shall be acknowledged on BidExpress. Failure to do so will not allow Bidder to submit Bid.

END OF ADDENDUM

DOCUMENT 00 52 00

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the Duluth Airport Authority

(Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Taxiway A Reconstruction – Phase 5, Midfield Ramp – Phase 2 and De-icing Tank Pad, Duluth International Airport.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
- Reconstruction of portions of Taxiway A and Taxiway A3, and associated connecting taxiway pavements
- Stormwater Pond Expansion.
- Midfield Ramp pavement repairs.
- Construction of concrete de-icing tank pad.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. . All work shall be substantially complete in 125 calendar days from start of construction. Construction is scheduled to commence on May 19, 2025. No construction or contractor access to the project site will be allowed during the DLH Airshow event on July 3-7, 2025. Final Completion, addressing all punch list items, shall be achieved 15 days after substantial completion is achieved.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 – Schedule A - Phase 5A, 5A-1, and Phase 5B shall be substantially complete in 125 calendar days.

2. Milestone 2 – Schedule B - Deicing Storage Tank Pad construction shall be substantially complete in 14 calendar days.

3. Milestone 3 – Schedules C & D – Midfield Ramp Repair – Phase 2 shall be substantially complete in 70 calendar days.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $3,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $3,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Milestones: Contractor shall pay Owner $3000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones 1, 2, and 3 until the respective Milestones are achieved.

4. **For any delayed re-opening of a closure of Runway 9/27, Contractor shall pay Owner $1000.00 for each hour that Runway 9/27 remains closed beyond the planned closure window established by the DAA**.

5. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities

are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work is: $_____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions, Supplementary Conditions, and Document 01 29 10 Applications for Payment. Payments will be due 30 days after approval.

6.02 *Progress Payments; Retainage*

A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.

1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or $500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four percent (4%) per annum.

6.05 *Electronic Payment Requirements*

A. All payments to the successful Contractor are required to be via Automated Clearing House (ACH). Reference Article 26 of document 00 21 13 Instructions to Bidders Online Bidding.

B. Contractor delay in submitting forms in **Appendix I** to the Sponsor shall negate the Contractor's right to collect interest as referenced in section 6.04 until the issue is resolved.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
3. Performance Bond (Document 00 61 13).
4. Payment Bond (Document 00 61 14).
5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings listed in the index located on Drawing Sheet *G0.01 – Table of Contents*.
9. Exhibits to this Agreement (enumerated as follows).
    a. Contractor's Bid (Document 00 41 00).
    b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).
    c. Certificate of Insurance.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Field Order(s).
    c. Work Change Directive(s).
    d. Change Order(s).

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor 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, 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.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor 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. Contractor 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 Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "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 or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "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

4. "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 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

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

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Addendum No. 2
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

Duluth Airport Authority

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____

Title: _____

Address: 4701 Grinden Drive

Duluth, MN 55811

Phone: 218.625.7767

Facsimile: _____

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

_____

_____

_____

License No. _____
(Where Applicable)

Agent for service of process: _____

_____
(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address _____

_____

Phone: _____

Facsimile: _____

END OF DOCUMENT

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DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 Copies of Documents

Delete Paragraph 2.02.A in its entirety and insert the following:

A. Owner shall furnish to Contractor three (3) printed copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished on request at the cost of reproduction.

SC-4.03 Reference Points

Add a new paragraph immediately after Paragraph 4.03.A to read as follows:

B. Contractor shall provide a minimum of 72 hours' written notice to the Resident Project Representative **OR** Engineer in advance of the need for construction stakes on the Project. No claim for delays under Paragraph 4.05 of the General Conditions due to the need for construction stakes will be considered unless 72 hour written notice has been provided and the Contractor is proceeding under an accepted Progress Schedule.

SC-5.03 Subsurface and Physical Conditions

Add the following new paragraph(s) immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Report dated 2/21/2024, prepared by Braun Intertec, titled: Geotechnical Evaluation Report - Proposed DLH Taxiway A – Phase 5, consisting of 49 pages

3. Report dated 7/26/2023, prepared by Braun Intertec, titled: Geotechnical Evaluation Report - Proposed De-icing Tank Pad Construction, consisting of 20 pages

2. Report dated 8/27/2021, prepared by Braun Intertec, titled: Geotechnical Evaluation and Limited Environmental Investigation Report, consisting of 88 pages.

SC-5.05.B Underground Facilities

Add new paragraph immediately after Paragraph 5.05.B to read as follows:

1. Underground utility locations can be obtained from the following owners and services:

Utility	**Owner**	**Phone**
Airfield Lighting	Duluth Airport Authority	218.625.5051
Other	MN Air National Guard	218.723.7292
Other	Federal Aviation Administration	218.722.4861
Location Service	Gopher State One Call	Metro: 651.454.0002 Out State: 800.252.1166

SC-5.06 Hazardous Environmental Conditions

Add new Paragraphs 5.06.A.1 and 5.06.B in their entirety and insert theA.2 to read as follows:

1. The following:

A. Reports regarding Hazardous Environmental Conditions at the Site are known to Owner:

a. Report dated 8/27/2021, prepared by Braun Intertec, titled: Geotechnical Evaluation and Limited Environmental Investigation Report, consisting of 88 pages.

Addendum No. 2

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.C.5:

D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation and related coverages under Paragraphs 6.03 of the General Conditions:

a.	State:	Statutory
b.	Federal, if applicable (e.g., Longshoreman's):	Statutory
c.	Employer's Liability:	
	1) Bodily injury, each accident	$1,500,000
	2) Bodily injury by disease, each employee	$1,500,000
	3) Bodily injury/disease, aggregate	$1,500,000
e.	Foreign voluntary worker compensation:	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$1,500,000
b.	Products - Completed Operations Aggregate	$1,500,000
c.	Personal and Advertising Injury	$1,500,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,500,000

3. Automobile Liability under Paragraph 6.03.C of the General Conditions:

a.	Bodily Injury:	
	Each person	$1,500,000
	Each Accident	$1,500,000
b.	Property Damage:	
	Each Accident	$1,500,000

4. Excess or Umbrella Liability:

a.	General Aggregate	$1,500,000
b.	Each Occurrence	$1,500,000

5. Contractor's Pollution Liability:

a.	Each Occurrence	$1,500,000
b.	General Aggregate	$1,500,000

6. Additional Insureds: In addition to Owner and Short Elliott Hendrickson Inc., include as additional insureds the following:

a.	Burns & McDonnell Engineering Company, Inc. b.	Braun Intertec

SC-6.05 Property Losses; Subrogation

Delete paragraphs A. through D. in their entirety and substitute the following paragraph in their place:

A. Property Insurance will not be required of the Contractor.

SC-7.03 Labor; Working Hours

Delete Paragraph 7.03.C in its entirety and substitute the following in its place:

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor may also perform Work on Saturdays and Sundays. Contractor may perform Work outside regular working hours or on legal holidays only with Engineer's written consent, which will not be unreasonably withheld.

1. Regular working hours will be 7:00 AM to 7:00 PM.

2. Owner's legal holidays Memorial Day and Independence Day.

SC-7.07 Concerning Subcontractors and Suppliers

Delete Paragraph 7.07.H in its entirety and substitute the following in its place:

H. Upon Owner's request, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of request.

SC-7.07 Concerning Subcontractors and Suppliers

Add the following paragraph after Paragraph 7.07.M:

N. In accordance with Minnesota Statute 471.425, Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the municipality. Contractor shall pay interest on any unpaid amounts in accordance with the statute.

SC-7.09 Permits

Add new paragraphs immediately after Paragraph 7.09.A to read as follows:

B. This Project falls under the requirements of the Minnesota Pollution Control Agency (MPCA) General Stormwater Permit for Construction Activity. The Contractor and Owner are considered Co-Permittees and shall complete form MN R100001 jointly. Contractor shall submit the NPDES form to the MPCA and be the sole permittee responsible for implementing the short- and long-term best management practices (BMP). Information and requirements of the permit are available on the MPCA website: www.pca.state.mn.us.

C. Owner has made application for the following permits:

1. City of Duluth Stormwater Permit

Fees and bonding costs for these permits will be paid by the Contractor.

SC-7.11 Laws and Regulations

Add new paragraphs immediately after Paragraph 7.11.C which are to read as follows:

D. Contractor shall specifically comply with Equal Opportunity Requirements as listed in Minnesota Rules 5000.3535, Standard State Equal Employment Opportunity Construction Contract Specifications.

E. Contractor shall specifically comply with Minnesota Rules 5000.3550, Disabled Individuals Affirmative Action Clause.

SC-7.13 Safety and Protection

Delete the second sentence of Paragraph 7.13.C and insert the following:

The following Owner safety programs are applicable to the Work: See Appendix E: DLH Construction Safety Handbook

SC-10.03 Resident Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. The RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*:
    a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples*:
    a. Record date of receipt of Samples and approved Shop Drawings.
    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work*:
    a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups*:

   a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. *Records*:

    a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

    b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

    c. Maintain records for use in preparing Project documentation.

11. *Reports*:

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*:

    a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the Work.

D. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

SC-11.09 Change Proposals

A. Purpose and Content: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedure

1. Submittal*:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than three (3) days) after the start of the event giving rise thereto, or after such initial decision.

2. Supporting Data: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within seven (7) days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with provisions of Paragraphs 4.05.D and 4.05.E of the General Conditions.

b. Change Proposals related to a change in Contract Price must include full and detailed accounts of materials incorporated in the Work and labor and equipment used for the subject work.

The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. Engineer's Initial Review: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. Engineer's Full Review and Action on the Change Proposal: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within three (3) days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within seven (7) days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.in General Conditions.

5. Binding Decision: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12 in General Conditions.

C. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12 in General Conditions.

D. Post-Completion: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B in General Conditions.

SC-12.01 Claims

Amend the first sentence of Paragraph 12.01.B to read as follows:

B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than five (5) days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within five (5) days of the decision under appeal.

SC-13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment as defined in Document 00 64 00 (Section 40 Scope of Work).

SC-14.05 Uncovering Work

Amend the last sentence of Paragraph 14.05.C.2 to read as follows:

If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within three (3) days of the determination that the Work is not defective.

SC-15.01.B Applications for Payments

Add the following language at the end of Paragraph 15.01.B.1:

Supporting documentation to accompany each Application for Payment shall include:

a. Updated Project Schedule.

b. Updated list showing current status of submittals.

c. Documentation showing payment by Contractor for materials and/or equipment stored.

d. Contractor shall provide DAA with necessary information to process electronic payments. Documentation could include W2s and payment authorization forms.

SC-15.01.B Applications for Payments

Amend Paragraph 15.01.B.4 to read as follows:

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and as follows:

Minnesota:	5 percent
Exempt Non-Minnesota Contractors:	5 percent
Non-Exempt Non-Minnesota Contractors:	5 percent plus 8 percent* = 13 percent

*State Surety Deposit

Non-Minnesota Contractors are advised to file Form SD-3 with the Minnesota Department of Revenue to determine their exemption status.

SC-15.01.D Payment Becomes Due

Delete Paragraph 15.01.D.1 in its entirety and insert the following:

1. 30 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.03 Substantial Completion

Add a new paragraph immediately after Paragraph 15.03.A which reads as follows:

1. For this Work, Substantial Completion is further defined as follows:
   a. Completion of all pavement reconstruction for Schedules A, B, C, and D with Taxiway A – Phase 5 and Midfield Ramp pavements open to aircraft operations, respectively
   b. Aircraft operations and vehicular operations, with taxiway and ramp pavement markings re-established
   c. Establishment of expanded stormwater pond limits, including placement of temporary erosion control and seeding and hydromulching at site

SC-15.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.05 Final Inspection

Add the following language after the second sentence of Paragraph 15.05.A:

If, after such measures are taken, subsequent inspections by Engineer reveal that any of the previously identified particulars remain incomplete or defective, Engineer will again notify Contractor in writing of the remaining particulars. All costs associated with any subsequent inspections in which

said remaining particulars are revealed, will be documented by Engineer and paid by Contractor to Owner.

SC-15.06.A Final Payment

Add the following new paragraph immediately after Paragraph 15.06.A.3:

4. Before final application for payment is made for the work, Contractor must make satisfactory showing of compliance with M.S.A. §290.92 which requires the withholding of state income taxes for wages paid employees on this project. Submittal of Certificate of Compliance from the Commissioner of Taxation to the Owner will satisfy this requirement. Contractor is advised that before such certificate can be issued, they must first place on file with the Commissioner of Taxation an affidavit that they have complied with the provisions of M.S.A. §290.92. The required affidavit form will be supplied by the Minnesota Commissioner of Taxation on request.

SC-15.08 Correction Period

Delete Paragraph 15.08.A in its entirety and insert the following in its place:

A. If within one year after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

END OF DOCUMENT

SECTION 01 71 23

FIELD ENGINEERING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Field engineering provided by Contractor.
   2. Site layout.
   3. Construction staking (by Contractor)
   4. Quantity surveys and computations.
   5. As-built Survey

B. Method of Measurement: Construction layout and staking shall be measured as shown on the Bid Form.

C. Method of Payment: Construction layout and staking shall be paid for as shown on the Bid Form.

1.02 SUBMITTALS

A. Submit name and qualifications of surveyor that will perform Work.

B. Submit log or other records of all survey Work completed.

C. Submit copies of measurement and calculations for quantity surveys.

D. Submit copies of measurement and calculations for as-built survey.

1.03 QUALITY ASSURANCE

A. All Work in this Section shall be under the direction of a surveyor registered in the State in which the Project is located.

1.04 SITE CONDITIONS

A. Benchmarks and control points are identified on the Drawings.

B. Engineer/RPR will provide Contractor with survey files for verification purposes upon execution of the CAD Release of Reliability form. This form is provided upon request by the Engineer/RPR.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 EXAMINATION

A. Contractor shall verify locations of control points prior to start of Work and notify Engineer/RPR in writing that Contractor concurs with the control points.

B. Contractor shall relate information given on the Drawings to existing Site conditions.

C. Contractor shall promptly advise Engineer/RPR of any discrepancies.

3.02 PREPARATION

A. Contractor shall protect and preserve all benchmarks and control points. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as liquid damages against the Contractor.

B. Advise Engineer of the required relocation of any reference points due to grade changes or other reasons.

C. Replace dislocated reference points based on original survey control.

3.03 SURVEY REQUIREMENTS

A. Construction Staking and Layout Practices (by Contractor) shall include the following:
   1. Establish locations, layouts, lines and elevations by instrumentation and similar methods for the project.
   2. Tolerances:
      a. Horizontal Distances: 1/7500
      b. Horizontal Angles: 0 degrees - 00 minutes - 00 feet - 01 inches
      c. Elevation:

      $$0.050 ft. x \sqrt{length\ (miles)}$$
   3. Maintain log or record book indicating all Work completed for review and submittal.
   4. Laser, GPS, string line, or other automatic control shall be checked with temporary control as necessary. In the case of error on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

B. Construction Staking and Layout work (by Contractor) shall include the following:

C. Quantity Surveys (by Contractor):
   1. Perform surveys to determine final quantities for the project, such as top of subgrade, top of subbase course, and top of base material.
   2. Quantity surveys shall be submitted during construction and shall confirm that subbase, base and paving layers meet grade tolerance and lift thickness tolerances described in FAA specifications.
   3. As a minimum, aggregate base course blue tops with wooden hubs shall be installed on a 50-foot grid to confirm that the grade and crown are within tolerance of the specified grade.
   4. Submit copies of all measurements and calculations to Engineer for review.

D. As-Built Surveys (by Contractor):
   1. Perform final concrete surface topographic survey. Survey marks should be in a 25’ by 25’ grid pattern.
   2. Perform final bituminous surface topographic survey. Survey marks should be in a 25’ by 25’ grid pattern.
   3. Perform topographic survey of the drainage inlets, manholes, and flared ends. Survey should record top of casting, all pipe inverts and pipe sizes.
   4. Collect field survey data for elevations and alignments of proposed concrete encased electrical and communications duct banks. Collect field survey data for electrical manhole structure locations and top of electrical manhole structure elevations.
   5. Perform topographic surveys of the drainage ditches and stormwater pond expansion. Survey marks should be in a 20’ x 20’ grid pattern, and at grade breaks.
   6. Provide Engineer/RPR with survey files in PDF, csv, and CAD format, prior to final payment.

END OF SECTION