

NOTICE TO ALL BIDDERS

ADDENDUM NO. 1
TO
TUCSON AIRPORT AUTHORITY

10215674 TERMINAL UPPER ROADWAY JOINT SEAL REPLACEMENT
10214552 ADA SIDEWALK CROSSING REPAIR

October 26, 2017

In accordance with the Bid Documents, Bidders on the above-referenced project are hereby notified that the following Addendum, dated October 26, 2017, shall be made a part of the Bid Documents. The Bidder shall acknowledge receipt of this addendum on the Bid Form.

GENERAL

1. The Pre-Bid Conference Summary dated October 19, 2017 and associated sign-in sheets are attached to this Addendum No. 1.

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

1. Please replace the attached Page 46 – Construction Services Agreement containing the corrected information regarding project completion.
2. Please replace the attached Page 31 of 40 – Exhibit A to CSA – Master General Conditions containing the correct language regarding liquidated damages.
3. Please replace the attached Page 011000-1 of the specifications which updates the engineer contact information.

RESPONSES TO QUESTIONS

1. Question: Are the project plans and specifications available in electronic form.

Answer: Yes, please contact Shirley's Plan Services, 425 S. Plumer Avenue, Suite 109, Tucson, AZ 85719, (520) 791-7436.

2. Question: Are there provisions for contract time extension due to rain/inclement weather?

Answer: The contractor may refer to Exhibit A- Master General Conditions Between TAA and Contractor for Construction Services, *Article 9, Paragraph 9.6, Extensions of Time.*

3. Question: Are there requirements within the specifications or plans regarding temporary measures during rain when seals may be within the removal phase of construction and/or just before replacement?

Answer: The contractor is responsible for the site during construction. The contractor shall provide temporary mitigation measures during rain events, and shall be responsible if damages to the lower level occur due to inadequate temporary provisions. No specific means nor methods shall be outlined by the TAA.

PRE-BID CONFERENCE SUMMARY

Project Number: 10215674 & 10214552
Project Name: Terminal Upper Roadway Joint Seal Replacement & ADA Sidewalk Repair
Date: October 19, 2017
Time: 10:00 a.m.
Location: Santa Rita Room, TAA Administrative Offices
Funding: TAA
Procurement Officer: Kathy Myers
Project Director: Dexter DeVera
Project Engineers: Allen Hathcock, PE
Sanjay Pandya, PE

1. SIGN IN AND INTRODUCTIONS

- 1.1. See attached list for attendees.
- 1.2. Kathy Myers welcomed all attendees and made brief introductions of TAA staff and the Project Engineer.
- 1.3. Ms. Myers indicated that a copy of the pre-bid conference summary and associated sign-in sheets will be distributed to all bid set holders of record and pre-bid conference attendees via addendum. Bidders wishing to receive any further addenda must confirm they are on the Bid Holder's List.

2. BIDDING REQUIREMENTS:

- 2.1 Bids will be opened at 2:00 p.m. Local Tucson Time on November 9, 2017, in the Santa Rita Room of the TAA Administration Offices, 7250 S. Tucson Boulevard, Suite 300, Tucson, Arizona 85756 (Tucson International Airport, 3rd Level).
- 2.2 All requests for clarifications or substitutions shall be made in writing to the Engineer via email at allen.hathcock@kimley-horn.com. Answers will be provided via addendum to all bid set holders of record. The last day for questions will be Wednesday, November 1, 2017, and a final addendum, if necessary, will be issued on Friday, November 3, 2017.
- 2.3 The contractor shall carefully complete the bid as required by the Contract Documents.
- 2.4 Bidders must prepare their bid on the Bid Form and Bid Schedules provided on pages 41-43 and BS1 of the Bid Documents and must enclose with their bid all items listed on page 42.
- 2.5 Bidders must enclose a properly executed Non-collusion Affidavit in the form provided on page 44 of the Bid Documents.

- 2.6 Bidders must enclose a properly executed TAA Interest List Form on provided on page 21 of the Bid Documents for themselves and their subcontractors.
- 2.7 All bids must include a bid bond in the amount of 10 percent of the aggregate of the base bid amount in the form shown on page 49 of the Bid Documents.
- 2.8 The Work to be performed will be subject to the provisions of Title 34 of the Arizona Revised Statutes (A.R.S. § 34-201, *et seq.*, as amended). All bidders and subcontractors must be duly licensed to perform the work at the time the bid is submitted (or exempt from licensing requirements). If a licensing exemption is claimed, the bidder must set forth basis for any claimed exception on page 42 of the Bid Form at the time the bid is submitted.
- 2.9 DBE: It is the policy of the TAA to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

It is the policy of TAA that Disadvantaged Business Enterprise firms ("DBEs"), shall have a fair and equal opportunity to participate in the performance of contracts. Specifically, it is the goal of TAA to ensure that, to the extent reasonably possible and consistent with other legal requirements that: (a) DBEs are not discriminated against in the award and administration of TAA's contracts; (b) a level playing field is created on which DBEs can compete fairly for TAA's contracts; and (c) any barriers to the participation of DBEs in TAA's contracts are removed.

3. CONTRACT REQUIREMENTS:

- 3.1 Bidders shall carefully review the Construction Services Agreement provided on pages 45 - 48 of the Bid Documents, as well as the Master General Conditions.
- 3.2 There are liquidated damage requirements for this project. This information can be found on pages 46 – 47 of the Construction Services Agreement.
- 3.3 Insurance requirements are shown on pages 31 - 32 of the Master General Conditions. Bidders should carefully review these requirements to confirm they can comply.
- 3.4 Performance and Payment bonds will be required for this project in the form found on pages 50 and 51 of the Bid Documents.

4. PROJECT SCOPE AND TIMING:

- 4.1 Dexter DeVera and the Project Engineer reviewed the Scope of the Work.
- 4.2 Mr. DeVera indicated that the successful Bidder will be required to achieve Substantial Completion of the entire Work in accordance with the terms of the contract not later than 60 Calendar Days after the issuance of the Notice to Proceed by TAA.
- 4.3 Sanjay Pandya brought to everyone's attention the warranty section of the expansion joints specification, section 1.10, and section 079500. Please review and verify that whichever manufacturer's product and certified application used fully meets the warranty requirement as stated in the plans and specifications.
- 4.4 A copy of the "Ground Rules for Construction at TAA and Ryan Airfield" February, 2016 was made available to meeting attendees.

5. GENERAL INFORMATION:

- 5.1 Construction survey layout requirements are explained in the Contract Documents.
- 5.2 General inspection and acceptance testing will be by the Engineer. Quality Control Inspections and testing will be by the Contractor. Testing requirements are outlined in the Contract Documents.
- 5.3 Traffic control and pedestrian access shall be provided for by the Contractor. Pedestrian access, or other accommodations, shall be safe and well-constructed.
- 5.4 Traffic Control and barricading shall be provided and maintained by the Contractor. Barricades shall be of the type indicated in the Contract documents and be lighted, and secured to prevent blow down.
- 5.5. The Engineer explained the requirements for special inspections, submittals, etc.
- 5.6. TAA does not anticipate the need for a Contractor's yard; however, if the successful Bidder deems this necessary TAA will coordinate.
- 5.7. The Contractor is responsible for arranging and payment of all costs for temporary utilities.
- 5.8. Portable toilets will be required at the job and yard site, if necessary.
- 5.9. All work done within the security area will require TAA Project Officer Escorts at no charge to Contractors. However, 24 hour scheduling notice is required. At this time, TAA does not anticipate any work to be done in the within the security area.
- 5.10. Subcontractor work shall not be permitted without supervision of the Prime Contractor.
- 5.11. No drugs, alcohol or firearms are allowed on any airport property.
- 5.12. All Contractor vehicles shall be identified with permanent lettering that may be easily read from 20' away, on each side of the vehicle, showing the name of the company. Company owned, but not lettered vehicles, shall be marked with magnetic signs with the company name and shall be at least 12"x24" mounted on each side of the vehicle and easily read from 20' away on each side of the vehicle.
- 5.13. During evening hours, rotating or flashing amber beacon attached firmly to the highest point of the vehicle is required.
- 5.14. Parking of private vehicles will be in a designated area, usually in or adjacent to the contractor yard.
- 5.15. No badging is required.
- 5.16. It is mandatory that all aspects of the OSHA Hazardous Materials Communications Program be provided for, including Material Safety Data Sheets, which must be filed in a designated location on the project, available to personnel and the Fire Department.
- 5.17. The Contractor shall be responsible for the immediate cleanup of any leaking or spilled substance, such as fuel, oil, anti-freeze, etc. Spilled materials shall be disposed of off airport property in a proper manner. The Contractor shall provide TAA with documentation describing disposal.

- 5.18. The work and traffic areas must be kept free of debris, including dust, mud, construction materials, etc. which would jeopardize operations. Active pavements adjacent to the work site shall be cleaned by appropriate methods to insure that foreign materials are not present to damage ground vehicles.
- 5.19. TAA shall not be responsible for the security of any stored materials or equipment. The Contractor shall provide whatever measures are necessary to protect materials or equipment.
- 5.20. Personnel will be working in a high noise area and should take appropriate protective measures.
- 5.22. If any welding or open flame cutting (including equipment repairs) is done, a daily, no cost, welding permit will be issued by TAA's Fire Department.

6. DISCUSSION

The floor was opened to questions and answers and discussion followed.

- Q. What if the concrete ramp has complete adhesions to the waterproofing below and cannot be removed without damaging it?
A. Based on the review of the existing construction drawings, it is a split slab waterproofing system so there should be some type of protection board over that waterproofing system so it should not be adhered to. But if you come across that situation, we will have to evaluate and come up with a work around. It is our understanding that there shouldn't be adhesions from the topping slab to the waterproofing membrane.
- Q. What about the handicap ramps? Do those have different waterproofing under them?
A. The topping slab doesn't have any waterproofing. It is all a subsurface waterproofing system.
- Q. In 2005 the ramps were all waterproofed except for the handicap ramp that had a separate material applied and only 1/3 of a seal was used then.
A. TAA has reviewed the 2005 record drawings and cannot confirm if a separate material was installed for the handicap ramp. This will be dealt with during construction if it is determined to be anything other than what is called forth in the plans.
- Q. Is all of the waterproofing in good condition now?
A. We would want you to remove the ramp and inspect it to say what needs to be done and whether the damage was because of the excavation of the concrete or other reasons. Our observations and assessment indicate that a lot of the water leaking issues is happening through the expansion joints and not necessarily as the result of any compromise of the subsurface waterproofing membrane that's there.
- Q. Are we required to submit the whole bid book with the bid?
A. No, only the bid documents are required. But if you submit the entire book to us, you will not have your deposit returned from Shirley's Plans Room.
- Q. OSHA requires dust/silica dust control. How does that affect your passengers?
A. There are some provisions in the specs that require dust control. The work hours are very specific as to when work should be done.
- Q. Are there plans to shut the whole ramp down?
A. No. We are going to have to leave some access through the roadways. That is why we are requesting a phasing plan to avoid any issues. We do not want to interrupt airport operations of any kind. That is why we are requesting the contractor work at night where there is minimal movement in that area.

- Q. Are there currently other contractors working in or around the area?
A. We are currently doing renovations in the terminal and on the concourses, so there will be other contractors working at night as well. That is where your phasing plan will alleviate any problems.
- Q. Will the metal flange get replaced or removed?
A. It will be removed.
- Q. How will you differentiate between traffic control and pedestrian control?
A. We would lean toward City standards. The plans do not specify to use one plan over another.
- Q. At some airports, more times than not in the last 5 to 10 years on what would be a pedestrian access area, we would use the plastic candlesticks with yellow chains to guide pedestrians through the work zone. And the typical highway vertical panels or sawhorses would be reserved for traffic control if we were closing a lane. We found that the candlesticks and chains are far superior guiding pedestrians than vehicular type devices. Would that be permissible or could it be addressed in the addenda?
A. We will address that and clarify traffic control devices in the addenda.
- Q. Do you have a specific time that you want contractors off the sidewalk?
A. TAA is looking for the contractor to propose how you would keep pedestrians out of the work area. If you have a way that you have used in the past that worked may be considered, but we do not expect you to use vehicular barricades for pedestrians. That is why you will submit a traffic control plan and it will be reviewed by the engineer.

7. SITE VISIT

Mr. DeVera indicated that a site visit would be conducted for interested firms.

The conference adjourned at 10:30 a.m. and a site visit was conducted.

This is a summary of the proceedings of the Pre-Bid Conference as recalled by Kathy Myers. A tape recording of the proceedings was made and is on file in the TAA Administrative offices.

cc: File E, O

Tucson Airport Authority
 7250 S Tucson Blvd., Ste. 300
 Tucson, AZ 85756
 (520) 573-8100

ATTENDANCE SIGN IN SHEET

10215674 Terminal Upper Roadway Joint Seals
 10214552 Sidewalk Crossing Repair
 Pre-Submittal Conference



Date:	October 19, 2017	Time:	10:00 a.m.	Location:	Santa Rita Room	DBE STATUS
NAME	ORGANIZATION	PHONE	EMAIL ADDRESS	DBE STATUS	YES/NO	
Wally Johnson	Charles Court Const	520 400 4044	wjohnson@charlescourtinc.com	NO		
DAN BALL	Granite Const	520-904-2450	dan.ball@GCINC.COM	NO		
BARRY Smylic	BANICK	602-376-0150	bsmylic@BANICKI.COM	NO		
Nic Dewsnup	Gabe chavez uc	801-631-9541	nicdewsnup@yahoo.com	yes		
Mike Smith	Penhall	520-405-1824	msmith@penhall.com	NO		
Allen Hathcock	Kimley-Horn	520-352-8633	allen.hathcock@kimley-horn.com	N/A		
EDDIE AVILA	LOYD CONST	520 488 9320	eddie@LLOYDCONSTRUCTION.COM	NO		
Kelly Beckner	HARK General Contracting	520 977-8588	KB@HARKGC.COM	NO		
Veronica Ruiz-Ronquillo	TAA	520-573-4892	vruiz-ronquillo@flytucson.com	N/A		
Aime Roberts	TAA	520-573-4870	aroberts@flytucson.com	N/A		
Sylvia Granillo	TAA	520 573 4801	sgranillo@flytucson.com	N/A		
Debbie Cruz	TAA	520 573-4831	dcruz@flytucson.com	N/A		
Kathy Myers	TAA	520-573-4823	kmyers@flytucson.com	N/A		
Dexter Devera	TAA	520 573-8202	ddevera@flytucson.com	N/A		

ARTICLE 1

GENERAL PROVISIONS

CONSTRUCTION SERVICES AGREEMENT AND INCORPORATED DOCUMENTS. Tucson Airport Authority ("TAA") and _____ ("Contractor") have entered into this Construction Services Agreement for 10215674 Terminal Upper Roadway Joint Seals and 10214552 Sidewalk Crossing Repair. Incorporated into and made part of this Construction Services Agreement are any and all other exhibits attached hereto. Without limiting the generality of any term or condition of this Construction Services Agreement, the parties shall comply with the terms and conditions of the exhibits attached hereto. Also incorporated into this Construction Services Agreement are any other documents created in accordance with the terms of the Construction Services Agreement, or any of its attached exhibits, including project schedules, certificates, bonds, documents authorizing changes to the Work, payment documents, and insurance documents. The following are specifically incorporated into the Construction Services Agreement:

- Exhibit A - Master General Conditions (the "MGC")
- Exhibit B – Project Description
- Exhibit C – Project Schedule
- Exhibit D – Project Location
- Exhibit E – Disadvantaged Business Enterprise Utilization Form

CAPITALIZED TERMS. Capitalized terms shall be given the meaning contained in the "Definitions" Sections contained in the MGC.

ARTICLE 2

PROJECT

WORK TO BE PERFORMED. Contractor shall furnish all necessary labor, supervision, materials, equipment, supplies, tools, transportation, facilities, and any and all other services and items, except as specifically excluded in the Construction Services Agreement to be provided by TAA or others, and will perform all necessary Work for the project identified in the Project Description (Exhibit B) in accordance with the Contract Documents, the Master General Conditions (Exhibit A), and in accordance with the approved Project Schedule (Exhibit C).

DESCRIPTION OF PROJECT. The Project can be generally described in the manner set forth in the "Project Description" exhibit to this Construction Services Agreement which is incorporated herein by this reference and is attached hereto as Exhibit B.

PROJECT SCHEDULE. The Project Schedule is set forth in the "Project Schedule" exhibit to this Construction Services Agreement which is incorporated herein by this reference and is attached hereto as Exhibit C. The Project Schedule shall be subject to change in accordance with Article 9 of the MGC. Contractor is required to achieve Substantial Completion of the entire Work in accordance with the terms of the Agreement not later than 60 Calendar Days after the issuance of the Notice to Proceed by TAA.

TAA LIQUIDATED DAMAGES FOR CONTRACTOR DELAY. In the event Contractor shall fail to achieve Substantial Completion by the Substantial Completion Date, it is mutually understood and agreed that TAA will be damaged thereby in the amount which is difficult if not impossible to definitely ascertain and prove. It is thereby

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employed by any of them or anyone for whose acts any of them may be liable under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

12.4 SETOFF. Monies due Contractor under the Construction Services Agreement may be setoff and used by TAA for Indemnification Costs where Contractor fails to undertake an obligation to indemnify the Indemnified Parties.

12.5 COUNSEL. If any Action is brought against the Indemnitees, Contractor, to the extent of its indemnity obligation hereunder, will resist and defend the Action and pay all Indemnification Costs using counsel reasonably acceptable to Indemnitees. Nothing contained in this Article will be construed as prohibiting the Indemnitees (at their option) from retaining their own legal counsel and defending any Action brought against them.

12.6 NOT LIMITING INSURANCE. The rights under this Article will not be limited by reason of any insurance coverage required under the Construction Services Agreement.

12.7 NOT LIMITING OTHER INDEMNIFICATION RIGHTS. This Article will not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist to Indemnitees.

12.8 TAA LIQUIDATED DAMAGES FOR CONTRACTOR DELAY. In the event Contractor shall fail to achieve Substantial Completion by the Substantial Completion Date, it is mutually understood and agreed that TAA will be damaged thereby in the amount which is difficult if not impossible to definitely ascertain and prove. It is thereby agreed that TAA shall be entitled to liquidated damages in the amount of \$350.00 for each Calendar Day's delay in finishing the Work in excess of the number of days prescribed for Substantial Completion of the Project which is a reasonable estimate of those damages which specifically relate to Contractor's delay. Contractor agrees that TAA may deduct liquidated damages from monies which are due or will be due to Contractor under the Construction Services Agreement or, if no money is due Contractor, Contractor hereby agrees to pay to TAA as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay. Contractor further understands and agrees that any liquidated damages under this Section are not in lieu of Contractor's indemnity or other obligations set forth separately in the Construction Services Agreement, nor do liquidated damages preclude TAA from recovering from Contractor damages claimed by third parties against TAA based on Contractor's conduct, even if arising out of the Contractor's delay in achieving Substantial Completion.

Furthermore, liquidated damages will be charged for each fifteen-minute interval or portion thereof in which all the lanes of the upper and/or lower roadways are not opened to traffic by the morning construction finish time as outlined in section 011000 SUMMARY 18.1B. The contractor shall be assessed \$100 for each fifteen-minute period, which shall be deducted from the monies due or becoming due to the contractor.

ARTICLE 13

INSURANCE

13.1 GENERAL. Effective the date of this Agreement and prior to the performance of any construction Services, Contractor [and each of Contractor's subcontractors shall continuously maintain the insurance coverages specified in this Agreement. Such insurance shall be maintained for the entire period of the Agreement and for any other additional period set forth herein. Contractor shall purchase all

October 2017

SECTION 011000 SUMMARY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Terms and Conditions and other Division 01 – 09 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
- B. Project information.
 - 1. Work covered by Contract Documents.
 - 2. Preconstruction Conferences
 - 3. Access to site.
 - 4. Coordination with Owner.
 - 5. Work restrictions.

1.3 PROJECT INFORMATION

- A. Project Identification: 10215674 Terminal Upper Roadway Joint Seal Replacement
10214552 ADA Sidewalk Crossing Repairs
 - 1. Project Location: Tucson Airport, Tucson, AZ
- B. Owner: Tucson Airport Authority (TAA)
 - 1. Owner's Representative: Dexter De Vera, C.M., Project Manager, TAA Projects Design, and Construction Department; (520) 573-8202; ddevera@flytucson.com
 - a. Address: Tucson Airport Authority
7250 S. Tucson Blvd., Suite 300
Tucson, AZ 85756
- C. Engineer: Kimley-Horn and Associates, Inc.
 - 1. Engineer's Representative: Allen Hathcock, P.E.; (520) 352-8633; Allen.Hathcock@kimley-horn.com
 - a. Address: 333 E. Wetmore Road, Suite 280, Tucson, AZ 85705

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work consists of furnishing all the labor, materials, equipment, services, and permits necessary to complete the waterproofing repairs and rehabilitation and the ADA Sidewalk and Ramp replacement as defined within the Contract Documents and as identified during a Pre-Construction conference by the Engineer and Contractor and as summarized herein.