



SPOKANE INTERNATIONAL AIRPORT

BUSINESS PARK AND FELTS FIELD

9000 W AIRPORT DRIVE, SUITE 204
SPOKANE, WA 99224

**ECONOMY PARKING LIGHTING REPLACEMENT
Project #18-40-1927**

Addendum No. 1

DATE OF ADDENDUM: August 6, 2018

The following changes, additions, and/or deletions are considered as Addendum No. 1, and are hereby made a part of the contract documents. All bidders are required to base their bid upon the information furnished in this addendum; and as required in the contract documents. The Contractor is required to acknowledge Addendum No. 1 in their company proposal. Failure to acknowledge addendum on the bid form will result in bid being declared non-responsive.

The bid submission due date scheduled for **Wednesday, August 15, 2018 at 2:00 PM** at the Spokane International Airport has not changed.

Attached are the following documents to be acknowledged with each contractor bid package as part of Addendum No. 1.

Attachments to this addendum are as follows:

1. Instructions to Bidders

CHANGES, ADDITIONS, DELETIONS AND/OR CLARIFICATIONS TO THE CONTRACT DOCUMENTS:

ADDITIONS:

Attach and make part of the bid documents the attached Instructions to Bidders.

End of Addendum No. 1

SPOKANE AIRPORTS PUBLIC WORKS CONSTRUCTION

INSTRUCTIONS TO BIDDERS

Updated April 7, 2017

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS

ARTICLE 2 - BIDDER'S REPRESENTATIONS

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.3 PRODUCT SUBSTITUTIONS

3.4 SUBCONTRACTORS

3.5 ADDENDA

ARTICLE 4 - PRE-BID CONFERENCE

ARTICLE 5 - BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.2 BID SECURITY

5.3 SUBMISSION OF BIDS

5.4 MODIFICATION OR WITHDRAWAL OF BID

ARTICLE 6 - CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.2 REJECTION OF BIDS

6.3 AWARD

ARTICLE 7 - BID PROTEST

7.1 FILING A BID PROTEST

7.2 RESOLUTION OF BID CONTROVERSY

ARTICLE 1
DEFINITIONS

1.1 Except as otherwise specifically provided in these Instructions to Bidder, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents, including these Instructions to Bidders.

1.2 The term “Addenda” means written or graphic instruments issued by Airport prior to the Bid Deadline, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections, and are incorporated into the Bidding Documents.

1.3 The term “Alternate” means a change in the Work proposed by the Airport, as described in the Bidding Documents which, if accepted by the Airport, may result in a change to either the Contract Sum or the Contract Time, or both.

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.

1.5 The term “Bid Form” means only the forms furnished by the Airport for submission of a Bid.

1.6 The term “Bid Security” is defined in Article 5.2.1 of these Instructions to Bidders.

1.7 The term “Bidder” means a person or firm that submits a Bid.

1.8 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.9 The term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the Airport is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders.

1.10 The term “Calendar Day” means any day including a Saturday, a Sunday, and the holidays specified herein, if any.

1.11 The term “Contract” means the contract or agreement awarded by the Airport Board of Directors to the lowest responsive, responsible Bidder in connection with the performance of the Project.

1.12 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.

1.13 The term “Facility” means the Airport’s office issuing the Bidding Documents.

1.14 The term “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.

1.15 The term “Planholder” means a person or entity known by the Airport to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-Bid communications.

1.16 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

1.17 The term "Unit Price Work" means any portion of the Project where the quantity and/or price of the Work is an estimate and unable to exact quantification.

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents, warrants and covenants to the Airport that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited and carefully examined the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of Washington for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with applicable code requirements in its performance of the work.

2.1.9 Bidder has given written notice to Airport of any errors, inconsistencies or ambiguities in the Bidding Documents.

2.1.10 Bidder has made such examination and investigation necessary and is satisfied as to the conditions to be encountered in connection with the Project and the requirements of the Bidding Documents and Contract Documents.

ARTICLE 3

BIDDING DOCUMENTS

3.1 **COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids for the fee stated therein

3.1.2 Bidders shall use only a complete set of Bidding Documents in preparing Bids.

3.1.3 Airport makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare all components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once give written notice to Airport's Representative of known or perceived errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions of product, material or equipment will be considered prior to award of Contract, if a Contract is awarded. If a Contract is awarded, substitutions of product, material or equipment will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work or labor. Bidders' attention is directed to the requirements of RCW 39.30.060 as amended, which is incorporated herein by reference; provided, however the Airport requires Bidders to submit as part of the Bid (NOT within one hour after Bid time) the names of subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work, or to name itself for the work.

The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location. The failure to list, on the Bid Form, any one of the items set forth above will result in the Airport treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to Airport that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of Airport and in accordance with fair practices and applicable law.

3.4.3 Failure to comply with any provision of this Article 3.4 shall render a Bid to be nonresponsive.

3.5 ADDENDA

3.5.1 Addenda will be issued only by Airport and only in writing. Addenda will be identified as such and will be delivered to all Bidders on the Planholder List.

3.5.2 Addenda will be available for inspection at the place where the Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than two full Business Days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

ARTICLE 4

PRE-BID CONFERENCE

4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by Airport, comments and questions are received from Bidders, and a Project site visit is conducted. Airport requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5

BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted only on the Bid Form included with the Bidding Documents and not on any other form or document. Bids not submitted on the Airport's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 All blanks on the Bid Form shall be completed. Bidder's failure to submit a price for any Alternate, Unit Price or Bid item, or Bidder's act of leaving any item blank on the Bid Form, will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, the Bidder shall indicate "No Change," "No Bid," or "Not Applicable" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to act on behalf of Bidder. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 5% of the Bid (including Washington State Sales Tax) as security for Bidder's obligation to enter into a Contract with

Airport on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond or a certified check made payable to "Spokane Airport Board."

5.2.2 If the apparent lowest responsive, responsible Bidder, as determined by the Airport, for any reason fails or refuses to sign the Contract and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, Airport may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or Airport may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to Airport the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which Airport procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, identified in the U.S. Department of the Treasury's Circular 570.

5.2.4 Bid Security will be returned after the Contract has been awarded, if a Contract is awarded. Notwithstanding the preceding sentence, if a Bidder fails or refuses, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, the Airport will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the Airport has been appropriately compensated; if the Bid Security is in the form of certified check, the Airport will negotiate said check and after deducting its damages, return any balance to Bidder.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, acknowledgement of addenda, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Call for Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Airport. Such notice shall be in writing and signed by an authorized representative of the

Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 Calendar Days after the Bid Deadline unless otherwise provided in Addenda.

ARTICLE 6 **CONSIDERATION OF BIDS**

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as required in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly. After publicly opening Bids, the Airport may post in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents) an initial bid matrix that identifies Bidders and their respective Bid. Such initial bid matrix shall not be construed as making any determination regarding whether any Bidder is responsive or responsible.

6.2 REJECTION OF BIDS

6.2.1 Airport will have the right to reject all Bids, for any reason or no reason, anytime prior to award of the Contract.

6.2.2 Airport will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or materially irregular.

6.3 AWARD

6.3.1 Airport will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the Airport awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by Airport and who is not rejected by Airport for failing or refusing, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents.

6.3.2 Airport will have the right to accept or reject Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at Airport's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify any of the Bidders from being revealed to the representative of the Airport selecting the Alternates to be used in determining the low Bidder.

6.3.3 Airport will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid, or all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts

for all Alternates that Airport has selected to be included in the Contract Sum as of the time of award.

6.3.4 Any discrepancy on the Bid Form with the multiplication of any Unit Price and its respective Estimated Quantity will be resolved in favor of the Unit Price. Any discrepancy between words and numerals, the words shall govern. Any discrepancy on the Bid Form between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

6.3.5 Upon determining the apparent lowest responsive and responsible Bidder, the Airport will post the Bid results identifying the lowest responsive and responsible Bidder in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.6 Airport will select the apparent lowest responsive and responsible Bidder and notify such Bidder within 50 Calendar Days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 Calendar Days after receipt of Notice of Intent to Award, Bidder shall submit to Airport the following items:

- Three originals of the Contract signed by Bidder;
- Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work and any designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE), etc.; and
- Any other documents, information or items reasonably required by the Airport.

The following items will be provided by the Bidder at the Pre-Construction Conference, prior to issuance by the Airport of the Notice to Proceed:

- Payment Bond required by the General Conditions;
- Performance Bond required by the General Conditions;
- Certificate of Insurance required by the General Conditions;
- Preliminary Contract Schedule as required by the General Conditions;
- Cost Breakdown as required by the General Conditions; and
- Any other documents, information or items reasonably required by the Airport.

6.3.7 Prior to award of the Contract, Airport will notify Bidder in writing, if Airport, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to Airport. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of Airport to object to a proposed Superintendent or Subcontractor prior to award shall not preclude Airport from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award

due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.8 If Bidder submits three originals of the signed Contract and all other items required to be submitted to Airport within 10 Calendar Days after receipt of Notice of Intent to Award as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to Airport, Airport will award the Contract to Bidder by signing the Contract and returning a signed copy of the Contract to Bidder.

6.3.9 If Airport consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Contract or submit to Airport all of the items required by the Bidding Documents, within 10 Calendar Days after receipt of Notice of Intent to Award, or that Bidder is not financially or otherwise qualified to perform the Contract, may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, shall be liable to the Airport for all resulting losses, costs, and damages actually incurred by the Airport.

ARTICLE 7 **BID PROTEST**

7.1 FILING A BID PROTEST

7.1.1 If the Airport selects a responsible Bidder with the lowest responsive Bid, then any Bidder, person, or entity may file a Bid protest with the Airport Project Manager. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Airport not later than 2 Business Days after the date of the Bid posting pursuant to Article 6.3.5 of these Instructions to Bidders.

7.1.2 If the Airport selects a responsible Bidder with the lowest responsive Bid and a Bid is rejected by the Airport, and such rejection is not in response to a Bid protest, then any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 2 Business Days of the rejection.

7.1.3 By filing a Bid protest, the Bidder represents and warrants that Bidder has not lobbied, discussed, or otherwise engaged in any communications with regards to the Bid protest, and will refrain from the same, with any member of the Airport Board of Directors, Airport Chief Executive Officer, Airport Project Manager, or any other Airport officer, employee or representative. Such lobbying, discussion or communications shall constitute a waiver of Bidder's ability to pursue a Bid protest as set forth in this Article 7.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Airport will investigate the basis for the Bid protest and analyze the facts. Airport will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it

should be allowed to perform the Work. If deemed appropriate in the sole discretion of the Airport Project Manager, an informal hearing may be held. Airport will issue a written decision within 15 Calendar Days following receipt of the Bid protest, unless factors beyond Airport's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Airport. A copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract.

7.2.2 Bidder whose Bid is the subject of the protest, all Bidders affected by the Airport's decision on the protest, and the Bidder who made the protest may appeal the Airport's decision on the protest to the Airport Chief Executive Officer. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. If an appeal is made by the Bidder who made the protest, such appeal is limited to only those reasons and facts that were filed in writing pursuant to Article 7.1.1 and such Bidder shall be prohibited raising new, supplemental or additional reasons or facts on appeal. The appeal must be received by close of business not later than 7 Calendar Days following the Airport's transmittal to appellant of Airport's written decision on the protest.

A copy of the appeal shall be sent to all parties involved in the Bid protest and to Airport. An appeal received after close of business is considered received as of the next Business Day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or Airport holiday, the appeal will be considered timely only if received by close of business on the following Business Day.

7.2.3 The Airport Chief Executive Officer will review the Airport's decision and the appeal, and issue a written decision, or if appropriate in the sole discretion of the Airport Chief Executive Officer, appoint a person to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than 10 Calendar Days following the appointment of the person unless the person for good cause determines otherwise. The written decision of the person will state the basis of the decision, and the decision will be final and not subject to any further appeal to Airport. The Airport will complete its internal Bid protest procedures before award of the Contract.

End of Instructions to Bidders