#### ADDENDUM No. 2

for

#### Airfield Lighting Vault Expansion AIP # 3-33-0011-TBD-2025 Bid # FY25-804-38

at the Manchester – Boston Regional Airport

Due to be opened 2:00 p.m., on April 9, 2025

Date:	March 25, 2025
The attention of firm documents as were	ns submitting proposals for the work named above is called to the following modifications to the issued.
a part of the Propos	herein, whether of clarification, omission, addition and/or substitution, shall be included and form her's submitted materials and the corresponding contract when issued. No claim for additional to lack of knowledge of the contents of this Addendum will be considered.
	dvised that receipt of this notice and all attached material must be duly acknowledged in the space ature page of the proposal documents, and by the insertion of this sheet, signed, and submitted package.
T	his form must be signed and attached to the original copy of your submission.
T	ne attached sheets contain information or clarifications requested or discussed.
	endum No. 2 to the REQUEST FOR PROPOSALS for Airfield Lighting Vault Expansion ne MANCHESTER-BOSTON REGIONAL AIRPORT is hereby acknowledged.
COMPANY NAME	:
SIGNED BY:	
NAME AND TITLI	E PRINTED:
TELEPHONE:	FAX:

#### **GENERAL**

In general, this addendum is accomplishing the following:

- 1. Answers to questions to date.
- 2. Updates to specification sections regarding bid opening, contract award, contract duration.
- 3. Update to Drawings G-200, G-201, and G-203.

#### **QUESTIONS/CLARIFICATIONS**

#### Addendum Item No.1 -

Q1: Can the bid be extended to Apr 9 at earliest to effectively get equipment pricing?

A1: The bid has been extended to 2:00 PM on April 9, 2025, as of this addendum. Refer to addendum items No.5 and No.6 below.

#### Addendum Item No.2 -

Q2: Has a generator equipment delivery date been established yet?

A2: No, but it is expected near February 2026.

#### Addendum Item No.3 -

Q3: Upon preliminary review of the dwgs, it appears that you have setup to build the new service and generator, do a cutover to back feed the existing distribution from the new, get the new lighting control system functional, do a phased cutover of the lighting circuits to the new system, then remove the existing distribution system and generator. Is that correct?

A3: Generally, yes.

#### Addendum Item No.4 -

Q4: Can the performance period be increased to a minimum of 360 days and possibly more pending review of generator delivery dates?

A4: The period of performance for Phase I will be extended to 300 calendar days along with an administrative notice to proceed within 90 days of bid opening for submittals and procurement.

#### Addendum Item No.5 -

The security firms Allied Universal and Granite Security Services, LLC are currently approved by the airport to provide gate guard services.

#### PROJECT MANUAL

Note that where a change was made to the specifications, a vertical line (|) is provided in the left margin denoting that a change was made. Sample vertical line shown next to this paragraph.

#### Addendum Item No.6 -

REMOVE paragraph 5 of Advertisement for Bids, page 1 and REPLACE with the paragraph below.

Bids will be publicly opened and read aloud on <u>April 9, 2025, at 2:00 pm</u> at the Airport administrative offices boardroom located on the third floor of the Airport terminal at One Airport Road, Manchester, NH. Each bidder must deposit with his/her bid, security in the amount of 5% of the total bid. A 100% performance and payment bond will be required with the contract. The contract will be awarded to lowest responsive and responsible bidder. The Bidder shall refer to all federal, state, and local bidding requirements within the documents. The Owner reserves the right to waive any informality in the bidding or to reject any or all bids.

#### Addendum Item No.7 -

REMOVE paragraph 1 of Section 1.01 Receipt and Opening of Bids in Information for Bidders, page IB-1 and REPLACE with the paragraph below.

#### 1.01 RECEIPT AND OPENING BIDS

The City of Manchester, Department of Aviation, Manchester, New Hampshire (herein called the Owner), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Manchester-Boston Regional Airport Administration Office at One Airport Road Manchester, NH until **2:00 pm on April 9, 2025** and then at said office publicly opened and read aloud.

#### Addendum Item No.8 -

REMOVE paragraph 3 of Section 1.01 Receipt and Opening of Bids in Information for Bidders, page IB-1 and REPLACE with the paragraph below.

The Owner may consider irregular any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid prior to 90 days after bid opening.

#### Addendum Item No.9 -

REMOVE paragraph 2 of Section 1.07 Proposal Guaranty Bid Security in Information for Bidders, page IB-2 and REPLACE with the paragraph below.

The bid security will be returned to all except the two lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if no award has been made prior to **90 days after bid opening,** upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### Addendum Item No.10 -

REMOVE paragraph 3 of Bid Proposal, page 3 and REPLACE with the paragraph below.

Bidder hereby agrees to commence work under this Contract on the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within **300 calendar days.** 

#### Addendum Item No.11 -

REMOVE paragraph 3 of Bid Proposal, page 16 and REPLACE with the paragraph below.

NOW, THEREFORE, if the Principal shall not withdraw said bid within **90 calendar days** after the opening thereof, and shall within fifteen (15) calendar days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

#### Addendum Item No.12 -

REMOVE pages 13 and 14 of Bid Proposal and REPLACE with the pages 13 and 14 attached.

#### Addendum Item No.13 -

REMOVE paragraph 3 of Contract Documents, page 1 and REPLACE with paragraph below.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in the NOTICE TO PROCEED and will complete the work within the **300** calendar days from the effective date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

#### Addendum Item No.14 -

REMOVE paragraph 30-02 of General Provisions, page GP-11 and REPLACE with paragraph below.

**30-02 Award of contract**. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening, unless otherwise specified herein.

#### **DRAWINGS**

#### Addendum Item No.15 -

REMOVE Drawings G-200, G-201, and G-203 and REPLACE with Drawings G-200, G-201, and G-203 attached.

**END OF ADDENDUM #2** 

#### ADVERTISEMENT FOR BIDS CITY OF MANCHESTER - DEPARTMENT OF AVIATION REQUEST FOR BIDS FOR

## AIRFIELD LIGHTING VAULT EXPANSION at MANCHESTER-BOSTON REGIONAL AIRPORT

#### City Bid # FY25-804-38 AIP # 3-33-0011-TBD-2025

The City of Manchester, New Hampshire, Department of Aviation is seeking bids for the **Airfield Lighting Vault Expansion**. The scope of the work in general includes expansion of the airfield lighting vault (including new regulators), asphalt and concrete pavement removal, asphalt paving, storm drainage replacement, airfield lighting home run duct bank and cabling, perimeter fencing demolition and installation, and airfield markings.

Bids will be accepted only from contractors that meet the Department of Aviation qualification requirements. Refer to the project manual for the qualification requirements.

Bid documents may be obtained by emailing John.Pelletier@jacobs.com after 4:00 PM on March 5, 2025.

A pre-bid informational meeting will be held in-person at the Airport administrative offices boardroom located on the third floor of the Airport terminal at One Airport Road, Manchester, NH on <u>March 19, 2025 at 2:00 PM</u> Prospective bidders shall RSVP not less 24 hours prior to the meeting through Ms. Christina Adams at the Airport Engineering and Planning Office who can be reached at (603) 624-6539 or cadams@flymanchester.com. There is no virtual meeting option.

Bids will be publicly opened and read aloud on <u>April 9, 2025, at 2:00 pm</u> at the Airport administrative offices boardroom located on the third floor of the Airport terminal at One Airport Road, Manchester, NH. Each bidder must deposit with his/her bid, security in the amount of 5% of the total bid. A 100% performance and payment bond will be required with the contract. The contract will be awarded to lowest responsive and responsible bidder. The Bidder shall refer to all federal, state, and local bidding requirements within the documents. The Owner reserves the right to waive any informality in the bidding or to reject any or all bids.

In this bid process and the resulting Contract, if executed, all Bidders and Contractors must fully comply with the Required Contact Provisions for Airport Improvement Program and for Obligated Sponsors contained within the Contract Documents. These provisions include, but are not restricted to, Disadvantaged Business Enterprise (DBE) Subcontractor participation, Equal Employment Opportunity requirements, and compliance with Federal Wage and Hour requirements (Davis-Bacon Act). All requirements of the Federal funding and, as well as all administrative regulations shall apply to this project, as if herein written out in full. The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed, under the Federal Funding Rules and Regulations for carrying out the provisions of:

- Civil Rights General Provisions (Title 49 United States Code, § 47123)
- Title VI Provisions of the Civil Rights Act of 1964, as amended and supplemented
- Buy American Preferences (Title 49 United States Code, §50101), BABA and other related U.S. statutes, guidance, and policies of the FAA
- Foreign Trade Restriction: Denial of Public Works Contracts on Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (DOT Regulation 49 CFR Part 30)
- Davis-Bacon Act (DOL Regulation 29 CFR Part 5)
- Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended, and DOL Regulation 41 CFR Part 60)
- Government Debarment and Suspension and Government-wide Requirements for Drug-free Workplace (2 CFR Part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

#### INFORMATION FOR BIDDERS

#### 1.01 RECEIPT AND OPENING BIDS

The City of Manchester, Department of Aviation, Manchester, New Hampshire (herein called the Owner), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Manchester-Boston Regional Airport Administration Office at One Airport Road Manchester, NH until 2:00 pm on April 9, 2025 and then at said office publicly opened and read aloud.

The envelopes containing the bid must be sealed, addressed and designated as:

#### **Airfield Lighting Vault Expansion**

The Owner may consider irregular any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid prior to 90 days after bid opening.

#### 1.02 DESCRIPTION OF WORK

The work under this project generally consists of an expansion of the airfield lighting vault (including new regulators), construction of new home run duct bank, airfield lighting cabling, asphalt and concrete pavement demolition, asphalt paving, storm drainage replacement, perimeter fencing demolition and installation, and airfield markings.

All areas of the airport disturbed by the Contractor's operations not within the construction limits as set forth by the Owner shall be restored at least equal to original condition at no cost to the Owner.

Attention shall be directed to the Contract Documents for specific information of the work to be performed. The Contract Documents consist of the plans and project manual.

#### 1.03 PREPARATION OF BID & METHOD OF AWARD

Each bid must be prepared in strict accordance with the requirements of Section 20 of the General Provisions of these specifications.

The Owner reserves the right to reject any or all proposals for any reason the Owner deems advisable. Further, the owner reserves the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts. Award of contract will be made by the Owner upon the recommendation of the Engineer to the lowest, eligible, responsive bidder meeting the requirements of the Owner, the Federal Aviation Administration and the State of New Hampshire.

The Contract will be awarded to the Contractor with the lowest qualified total bid for the Base Bid.

Should all bids exceed the available funding for the project, the Owner may reject all bids or may delete work items altogether, if necessary to bring the Contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of the proposal or for adjustment of the unit or lump sum prices bid – subject to the limitations

#### described in Section 40 of the General Provisions. Award will be based on available funding.

Notice of the acceptance of this proposal will be given to the successful bidder by the Owner posting a letter to the bidder's address stated in said proposal. If within 15 calendar days after this day when such notice was given, the successful bidder shall fail to deliver his/her bonds properly executed and his/her contract duly signed, in consideration of such failure, this proposal and acceptance, at the option of the Owner, may become null and void, and the bid guaranty accompanying his/her proposal shall become the property of the Owner which may proceed to accept another of the proposals.

#### 1.04 SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner and the Federal Aviation Administration.

The successful bidder will be required to submit a list of his/her subcontractors within 5 business days of the opening of Bids and before the award of a contract.

#### 1.05 BIDDER'S QUALIFICATIONS

All Bidders for projects with an estimated cost in excess of \$250,000 must be pre-qualified by the Manchester-Boston Regional Airport. Refer to Section 20-02 for additional information. Complete the qualification requirements provided in the bid proposal.

#### 1.06 BID MODIFICATION

Any bidder may modify his/her bid by written communication at any time prior to the schedule closing time for receipt of bids, providing such written communication is received by the Owner prior to the bid closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or any other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

#### 1.07 PROPOSAL GUARANTY BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond included in the Contract Documents in the amount of 5% of the bid, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. The bid bond shall be executed or countersigned for the surety by a person who has current power of attorney for the surety.

The bid security will be returned to all except the two lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if no award has been made prior to **90 days after bid opening**, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### 1.08 TIME OF COMPLETION/CONSTRUCTION DURATION AND LIQUIDATED DAMAGES

The construction duration is as stated in the Bid Proposal. The Notice to Proceed will be for the construction period. The bidder must agree to commence work on a date to be specified in the following written Notice to Proceed of the Owner and to fully complete the project within the calendar days as specified on in the plans. Bidder must agree to pay to the Owner as liquidated damages the sum of two

#### **PROPOSAL**

for

## AIRFIELD LIGHTING VAULT EXPANSION at Manchester • Boston Regional Airport

Proposal of	(hereinafter called "Bidder") a
corporation organized under the laws of the State of	, a partnership, or an
individual** doing business as	, to the City of Manchester,
New Hampshire, Department of Aviation (hereinafter called "Owne	er").

The bidder in compliance with your invitation for bids for the construction of airport improvements having examined the plans and specifications with related documents and the site of the proposed work if required, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials, and labor, hereby proposes to furnish all plant, labor, materials, supplies, equipment, services, and to construct the work in accordance with the Contract Documents, within the time set forth therein, and at the amount in U.S. dollars provided herein. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

#### <u>Time of Completion and Liquidated Damages</u>

Bidder hereby agrees to commence work under this Contract on the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within **300 calendar days.** 

Bidder further agrees to pay to the Owner, as liquidated damages, the sum of **two thousand five hundred dollars (\$2,500.00)** for each and every **calendar day** that the work remains incomplete beyond the time specified for milestone dates and completion as hereinafter provided in the Contract Documents.

Bidder acknowledges receipt of the addenda shown on the attached form entitled, ACKNOWLEDGMENT OF ADDENDA.

#### \*\* Strike out inapplicable terms.

Bidder agrees to perform all the work described in the specifications, shown on the plans or directed, for the unit prices provided in the Bid Forms provided herein.

# Manchester • Boston Regional Airport AIRFIELD LIGHTING VAULT EXPANSION BID FORM

BASE BID					
ITEM NO. QUAN	ESTIMATED	DESCRIPTION AND UNIT PRICE (IN WORDS)	FIGURES		
	QUANTITY/		UNIT	PRICE	
	UNIT	,	Dollars	Cents	
		Electrical Manhole 8' x 10', Aircraft Rated			
L-115-1	2 EA	Dollars and Cents			
		Per Each			
330000-1	1 AL	Electrical Utility Service			
		Twenty Thousand Dollars and Zero Cents	\$20,000	.00	
		Per Allowance			

BID SUMMARY
TOTAL BASE BID:
dollar
(amount in words)
(\$).
The stated prices shall include-all plant, labor, materials, supplies, equipment, services, incidentals, expenses, overhead, profit, insurance, etc., perform all work required by the Contract Documents.
The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
The bidder agrees that this bid shall be good and may not be withdrawn prior to <b>90 days after bid opening</b> .
The bidder agrees that the Owner may select only one work item, may reduce the quantities, or may delete work items altogether if necessary to bring the contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of this proposal.
Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract provided within 15 calendar days and deliver the Surety Bonds as required by the General Provisions. The bid security attached in the sum of
is to
become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby

Name of Bidder:	
By:	
Name and Title:	
Business Address:	
(Affix corporate seal if bid is by a corporation)	

Respectfully submitted:

#### **BID BOND**

#### KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

-	(Name of Principal)
as PRINCIPAL, and	
	(Name of Surety)
as SURETY, are held and are firm <b>Aviation</b> hereinafter called the C	nly bound unto <b>The City of Manchester, New Hampshire, Department of</b> Owner, in the penal sum of
	ates, for the payment of which sum well and truly to be made, we bind dministrators, successors and assigns, jointly and severally, firmly by these
THE CONDITION OF THIS accompanying Bid Amount of	OBLIGATION IS SUCH, that whereas the Principal has submitted the

## AIRFIELD LIGHTING VAULT EXPANSION at Manchester • Boston Regional Airport

NOW, THEREFORE, if the Principal shall not withdraw said bid within **90 calendar days** after the opening thereof, and shall within fifteen (15) calendar days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

#### **CONTRACT**

THIS AGREEMENT, made this	day of	, 2022,
(execution date by Owner) by and between	en City of Manchester - Dej	partment of Aviation, hereinafter
called "OWNER" and		
doing business as a corporation hereinaft	er called "CONTRACTOR".	
WITNESSETH: That for and in consider	ration of the payments and ag	reements hereinafter mentioned:
1. The CONTRACTOR will commence a	and complete the project enti-	tled
	eld Lighting Vault Expansio MENT PROGRAM NO. 3-	
2. The CONTRACTOR will furnish all of services necessary for the construction are		
3. The CONTRACTOR will commence to before a date to be specified in the NOTI calendar days from the effective date of extended otherwise by the CONTRACT	ICE TO PROCEED and will of the NOTICE TO PROCEED	complete the work within the 300
The CONTRACTOR shall pay as liquida each and every calendar day that the wor provided in the General Provisions		
In addition, Bidder must agree to pay the hundred dollars (\$2,500.00) for each and		
4. The CONTRACTOR agrees to perform DOCUMENTS and comply with the term or as shown in the BID Schedule.		in the CONTRACT,
5. The term "CONTRACT DOCUMENT (A) This Agreement (B) Addenda as listed herein (C) Advertisement for Bids (D) Information for Bidders (E) Signed Copy of the Bid Prop (F) General Provisions (G) Required Contract Provision (H) Supplemental Provisions (I) Contractor Safety Plan Comp (J) Technical Specifications	oosal as for AIP Projects	ollowing:

In the event that any provision in any component part of this Contract conflicts with any provision of any

(K) Drawings (as listed in Schedule of Drawings)

#### Section 30 Award and Execution of Contract

**30-01 Consideration of proposals**. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- **a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- **b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract**. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

- **30-03** Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.
- **30-04 Return of proposal guaranty**. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.
- **30-05 Requirements of contract bonds**. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.





