



City of Phoenix
Office of the City Engineer
Design and Construction Procurement
200 W. Washington Street, 5th Floor
Phoenix, Arizona 85003-1611

**PHOENIX SKY HARBOR INTERNATIONAL AIRPORT
TERMINAL 4 SOUTH 1 CONCOURSE CONCRETE APRON
AIP NO. 3-04-0029-0XX-20XX
DESIGN-BID-BUILD
PROJECT NO. AV08000083 FAA**

RFX6000001010

ADDENDUM NO. 3

ISSUE DATE: September 10, 2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **Tuesday, September 15, 2020**, are amended as follows:

SECTION I – REVISED DOCUMENTS ISSUED WITH THIS ADDENDUM:

1.1 Section I – Informative, Subsection (4) Supplementary Conditions

- A. Supplementary Conditions Section 5. INDEMNIFICATION OF CITY AGAINST LIABILITY (Pages S.C. - 2 to 3)
 - Delete in its entirety and replace with Attachment A, 5. DEFENSE AND INDEMNIFICATION
- B. Supplementary Conditions Section 6. CONTRACTOR'S INSURANCE REQUIREMENTS (Pages S.C. - 3 to 6)
 - Delete in its entirety and replace with Attachment A, 6. CONTRACTOR'S INSURANCE

1.2 Revised Project General and Technical Specifications

- A. Specification Section 033000 – Cast in Place Concrete
 - Add section 2.1 F Color Pigment Sheet 033000-5
 - Replace Specification Section 03300 in its entirety with the attached revised Technical Specification Sections, Attachment B.
- B. Specification Section 110-3.8 – Sheet GP-88
 - Replace Specification Section C-104-3.1B Sheets C-104-2 and C-104-3 with the attached revised Technical Specification Sections, Attachment B.
- C. Specification Section 110 – Sheets GP-107 and GP-108
 - Replace Sheets GP-107 and GP-108 with the attached revised Technical Specification Sections, Attachment B.

1.3 Revised Drawing Sheets

- A. A.C-105 to A.C-109 - Project Phasing and Barricade Plan

- Replace drawing sheets in their entirety with the attached.
- B. A.EL-100 Electrical Site Lighting Plan
 - Revised Note ED007
- C. A.CP-103 Joint Details 1
 - Revised Detail 6 – Position of Dowel at Panel Joint
- D. A.AS-100 Architecture Site Details – Site Walls
 - Revised to include additional notes for construction.

SECTION II – QUESTIONS AND ANSWERS:

- Q1:** *With PCCP paving occurring during the summer months will there be any variance allowed on the concrete temperature specification of 90 degrees?*
- A1:** No variance will be granted in relief of the technical specifications for material requirements. Contractor will be responsible for incorporating all costs that may be associated with concrete temperature in the bid price to achieve the requirements in the specifications.
- Q2:** *Will slip form paving be allowed using ready mix during hot weather months?*
- A2:** Per the technical specifications the Contractor may choose to use either slip formed, fixed form or a combination of both after submittal for review and approval of the RPR.
- Q3:** *Sheet A.C-105 shows the fence shifting to the east to allow for 3A construction. With this shift in the fence the service road beneath taxiway S and T would become airside as well as the 3A work. Since the completion of phase 3 could be concurrent with phase 3A does that mean during 3A and during phase 4 fence set that the only access to the site (concourse and apron contractor) will come through airside?*
- A3:** Phase 3A has been deleted from the project and work has now been added to either Phase 3 construction to be completed landside or Phase 4B construction to be completed partially landside and partially airside. See revised attached phasing sheets included with this Addendum No. 3.
- Q4:** *Sheet A.C-106 shows the service road on the new PCCP paving and transitioning off the paving to the existing taxiway S. However, future phase 4B/4C will not be constructed. Will temp AC be required to make this transition through this area? If so where should this cost be included?*
- A4:** Temporary transitions of asphalt pavement will be required to facilitate construction access, grade differential, and daily airport operations. Requirements for these temporary asphalt transitions and associated earthwork have been added to the project phasing plans and detailed in the revised Federal General Provisions section GP-110. Payment for this item shall be included in bid item GP-110-7.1 “Airfield Safety and Security” as outlined in the revised specifications.
- Q5:** *Sheet A.C-106 shows the current fence alignment will intersect the fence alignment for phase 4A in the NW corner. Will micro phasing be required to put the phase 4 fence line in?*
- A5:** See attached revised phasing sheets for phasing requirements, in Attachment C.
- Q6:** *Sheet A.C-108 moves the fence to the west side of the trash compactors. Specification C-104-3.1B states that the contractor shall maintain access to the trash compactors.*

Does this apply even with the compactors landside?

- A6:** Trash Compactors will, at all times, remain airside with continuous access to the Owner and airport tenants. See attached revised phasing sheets in Attachment C. Revised Plan Sheets.
- Q7:** *Sheet A.C-108 Phase 4D extends into the TOFA on group V and VI. Will Taxiway S be restricted to group IV during phase 4D construction?*
- A7:** See Specification Section C-104-3.1B – Phase 4D on page C-104-3
- Q8:** *Please provide the duration of time required for the installation of the phase 4 barrier/fence (including approval) and removal of phase 3 barrier/fence.*
- A8:** The contractor shall use 4 weeks for the relocation, reestablishment, and approval of the new temporary security fence by the Concourse Contractor. Notification to the RPR shall be provided within the time periods specified in the technical specifications section C04-3.1
- Q9:** *Specification 110-3.8 page GP-88 paragraph 3 states that the contractor is to provide guards for the project. Please confirm that this will not be contractor cost and provide any guard scheduling restrictions.*
- A9:** See Specification Section C-104-13(b). Section 110-3.8 paragraph 2 in the attached revised technical specs has been replaced for continuity.
- Q10:** *Specification Page C-104-2 references gate “D1”. Please clarify the location of this gate.*
- A10:** Answer provided in Project Aerials supplies in Addendum 2.
- Q11:** *Specification C-104-3.1A states that the NTP is anticipated and has a hard completion date (247 CD). Will the contract be written as 247 CD regardless of NTP date?*
- A11:** The Contract will be written as 247 Calendar Days completion from NTP to substantial completion, based on the date of the NTP issued.
- Q12:** *Specification C-104-3.1B states that phase 3 east won't be available until March 26, 2011, please confirm 2021.*
- A12:** The date now reads March 26, 2021. See attached revised Technical Specifications Section C-104-3.1B in Attachment B.
- Q13:** *Specification C-104-3.1B states that “The contractor shall maintain access to the concourse during the entirety of phase 3”. Please define what access will be required. Will there be exterior concourse work taking place during phase 3, need access throughout phase 3, require any laydown locations or access the new slabs prior to substantial completion?*
- A13:** Due to site logistics, cooperation and communication between contractors will be required. The owner anticipates the apron contractor to maintain access to the north end of the concourse from the vehicle service road. Contractor's should assume that there will not be any exterior access to the east, west, and south sides of the concourse after the dates listed in the technical specifications.

- Q14:** *Will boarding bridge installation begin after 8/24/21?*
- A14:** Boarding bridge installation will begin after or on the date of the approval of the fence relocation after Phase 3 to be completed no later than August 1, 2021. The apron contractor should not anticipate continuing work in the landside area, except as ingress and egress to complete airside work. The date listed in the technical specifications is reflective of the date the required to turn over Phase 3 to the Owner and Concourse contractor.
- Q15:** *Will any laydown area be provided onsite outside of the work zone footprints?*
- A15:** No laydown area onsite outside the work zone footprints will be allowed. Contractor laydown area will be provided offsite or onsite within the active work area footprint.
- Q16:** *Will all personnel working airside (Phase 3A, Phase 4) need to be badged to enter this area? Will escorting be allowed?*
- A16:** Any work on the project to be completed inside the airport security areas will comply with all requirements listed in the technical specification sections 104 and 110 of the general provisions, and Sky Harbor International Airport's Security and Operation guidelines. Non badged personnel and escorts will only be afforded to transient material or equipment delivery drivers.
- Q17:** *Will 100% sweeper coverage be required while working airside?*
- A17:** See Specification Section 110-5.1 (12) on Sheets GP-103 and GP-104. "The Contractor shall be required to have a sweeping machine and operator on site, ready always during construction activity." Other contractor maintenance requirements are listed in the contract documents.
- Q18:** *There are Solar Powered obstruction lights to be mounted to construction fencing at every 75'. What pay item will that fall under?*
- A18:** The solar powered obstruction lights on the existing and new temporary security fence will be supplied and installed by others.
- Q19:** *Bid item 66 says, installation of power from obstruction lights to terminal building. I assume this is the feeder from the concourse. Will the concourse building contractor be providing this conductor?*
- A19:** Note 4 on Sheet A.EL-103 states the underground conduit is provided by the concourse contractor. Conductors indicated on sheet A.EL.105 are to be provided by the Apron contractor under the respective bid item.
- Q20:** *Drawing A.EL-100, key note ED007 & ED008 says demolition to be completed by concourse contractor. Please confirm*
- A20:** Note ED007 on sheet A/EL-100 has been revised in the attached. The apron contractor will be responsible for completing this work. Note ED008 on sheet A.EL-100 is correct as written. This work will/is completed by the concourse contractor.
- Q21:** *Drawing AE.2.7.0 shows grounding static receptacles w/ #4/0 copper conductor to building rebar being installed. What pay item will this work fall under?*

- A21:** Installation of the aircraft ground receptacle and connection to the ground loop is by the Concourse Contractor, and not a part of this project.
- Q23:** *The plans show access ramps that appear to have truncated domes. Please confirm if this is included in this bid's scope of work.*
- A23:** The ramps, sidewalk and curb surrounding the concourse building are not in the scope of work of the apron contractor and will be completed by others.
- Q24:** *It would appear that the cantilever portion of the blast wall foundation is on the north side of the wall. No removal/replacement of asphalt or other surfacing is shown on the western portion of the blast wall. This will be required for construction, and we would need to know the limits and how it is to be paid. If the foundation is to the south side of the wall, would removal / replacement of the PCCP panels be required and if so how would it be paid?*
- A24:** The foundation toe is to the non-retaining side of the blast wall, with the heel (larger footing portion) below the retaining side. Removals required for the foundation have either been detailed on the plans or fall beneath the apron contractors scope of work for replacement area. The portion below the vehicle service road will have not been constructed as in the scope of apron contractor in Phase 5. Excavation, backfill, and grading will be paid in their respective bid items per the specifications.
- Q25:** *Is the north-south portion of the blast wall to be constructed per the detail provided for the main portion (east-west)? Additionally, is the handrail shown on the detail incidental to the wall?*
- A25:** All sections of the blast wall will be constructed per the construction documents and details. The handrail referenced is actually a blast screen wall with HSS and glazing, and shall be incidental to the Blast Wall bid item.
- Q26:** *The blast wall pictures that were included for reference appear to show colored concrete. I was unable to find anything in the specifications regarding colored concrete for the blast wall. Please confirm colored concrete is not required, if it is required, please provide the specification.*
- A26:** The new blast wall shall match finishes to the existing, as shown in example on A.AS-101 and project documents. It is anticipated that colored concrete will be required to match existing. Specification Section 03300 – 2.1 F. has been added to the specifications to clarify integral color requirements. The Contractor shall provide color samples and mockups for review and acceptance by the Owner prior to installation which match the provided sample.
- Q27:** *There appears to be a discrepancy with the spacings shown in the dowel detail vs dowel matrix. Please advise.*
- A27:** Dowel Matrix, Detail 6 on Sheet A.CP-103 has been revised, see attached revised Plan Sheets, Attachment C.

Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the PROPOSAL P.-1

Attachments:

Attachment A – Supplementary Conditions (5 Pages)
Attachment B – Technical Specification Sheets (21 Pages)
Attachment C – Revised Plan Sheets (8 Pages)

DESIGN ENGINEER'S SEAL:



All other terms and conditions remain unchanged.

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**ATTACHMENT A-
REVISED SUPPLEMENTARY CONDITIONS**

5. DEFENSE AND INDEMNIFICATION

To the maximum extent allowed by law, including Title 34 A.R.S., Contractor (“Indemnitor”) agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents and employees (and any jurisdiction or agency issuing permits for any work included in the project, and its officers, agents and employees) (“Indemnitee”) from any and all claims, actions, liabilities, damages, losses or expenses, (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors (Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s workers’ compensation law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the City’s award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

6. CONTRACTOR'S INSURANCE

The Contractor and Subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase additional insurance as they determine necessary.

A. Scope and Limits of Insurance

The Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

1. Commercial General Liability – Occurrence Form

General Aggregate	\$5,000,000
Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury Each Occurrence	\$5,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- Policy must not contain any restrictions of coverage with regard to operations on or near airport premises.
- Coverage must include XCU coverage.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Contractor’s policies must be endorsed to provide an extension of the completed operations coverage for a period of nine years.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$5,000,000
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a. The policy must be endorsed to include the following additional insured language: **“The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”**.

b. Policy must not contain any restrictions of coverage with regard to operations on or near airport premises.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy must contain a **waiver of subrogation** against the City of Phoenix.
- b. This requirement does not apply when a Contractor or subcontractor is exempt under A.R.S. 23- 902(E), **AND** when such Contractor or subcontractor executed the appropriate sole proprietor waiver form.

4. **No Builders' Risk Insurance required.**

B. Additional Insurance Requirements

The policies must include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
3. With regard to general liability, the City of Phoenix is named as an additional insured for both products completed operations and premises operations.

C. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within two business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice will be sent directly to the City of Phoenix Contracts Specialist listed on Page I.F.B. - 1 of these specifications and will be sent by certified mail, return receipt requested.

D. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an A.M. Best rating of not less than "B+VI". The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract will be sent directly to Design and Construction Procurement via email at str.title34.procure@phoenix.gov. **The City project number, contract number and project description must be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

F. Subcontractors

Contractor's certificate(s) must include all subcontractors as additional insured under its policies **or** subcontractors must maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability will not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

G. Approval

Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. Off-Duty Police Officer Requirements

It is required that the City provide off-duty police officers for construction projects as defined in the most recent edition of the City of Phoenix Traffic Barricade Manual. The Engineer must competitively procure Off Duty Police with vendors who are Authorized Traffic Coordinators with the City of Phoenix Police Department Off Duty Coordinator. The following requirements must be included in the procurement:

1. Hourly fees charged
2. Administrative fees (administrative fees to be charged as a part of the hourly rate, not billed separately)
 - a. Pay applications requesting reimbursement for Off Duty Police hours worked will be accompanied with itemized documentation indicating officer name, date worked, hours worked, time of day worked and location.
 - b. For audit purposes, contractor's files will contain documentation from the successful off duty vendor that the above items are accounted for in the vendor's price proposal.
3. Insurance Requirements:
 - a. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$5,000,000
Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000

The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the contract worker.

- b. Non-owned Auto Liability \$5,000,000

Coverage must be provided **if** a City of Phoenix Police vehicle is being used in the performance of the off-duty traffic control services.

The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the use and operation of a City vehicle.

c. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy must contain a waiver of subrogation against the City of Phoenix.

4. For Aviation Department Projects:
Off Duty Police needs at Phoenix Sky Harbor International Airport (boundaries include 24th Street to 143 and Air Lane Road to Old Tower Road) require that the Officers:

- Must be City of Phoenix Police Officers with Phoenix Sky Harbor International Airport all areas badge – preference for Airport Bureau police officers
- Have experience working in active airport environment

For all other areas at Phoenix Sky Harbor International Airport and Phoenix Deer Valley Airport, it is requested that Off Duty City of Phoenix Police be given preference over others due to their familiarity with City of Phoenix laws and procedures.

**ATTACHMENT B-
TECHNICAL SPECIFICATION SHEETS**

(ATTACHED)

**ATTACHMENT C-
REVISED PLAN SHEETS**

(ATTACHED)

END OF ADDENDUM NO. 3
