



ADDENDUM No. 1

Date: December 16, 2024
Project: Rapid City Regional Airport
City of Rapid City, South Dakota
Terminal Building Construction
Bid Date and Time: Thursday, January 16, 2025, at 2:00 PM local time

This addendum is hereby made a part of the contract documents identified Terminal Expansion and Renovation Early Equipment Procurement, Rapid City Regional Airport, Rapid City, South Dakota, to the same extent as though it were originally included therein. It is essential that prospective bidders note the contents of this addendum and that the Rapid City Regional Airport be made aware that the addendum has been received. Therefore, acknowledge receipt by noting the addendum on the exterior of the envelope including the Contract Proposal and by inserting the number of this addendum in the space provided on the Contract Proposal.

GENERAL

G1. Not Applicable.

SPECIFICATIONS

S1. **Division 00 Instruction to Bidders for Procurement Contract Article 12 – Basis of Bid: Comparison of Bids:** Delete Article 12 of the Instruction to Bidders for Procurement Contract in its entirety and replace as follows:

ARTICLE 12—BASIS OF BID; COMPARISON OF BIDS

12.01 *Series of Lump Sums*

- A. The various procurement items are divided into multiple prime procurement schedules on the Bid Form to include Schedule 1 – Mechanical Equipment; Schedule 2 - Electrical Equipment; and Schedule 3 – Combined Mechanical Equipment and Electrical Equipment.
- B. Bidder shall submit a Bid for each lump sum Schedule as set forth on the Bid Form they intend to supply Goods and Services in the space provided on the Bid Form. If a Bidder is not submitting a Bid for a Schedule, the words “No Bid” are to be written in the space provided on the Bid Form. A Bidder submitting a Bid for Schedule 3 shall compute and enter the total of all lump sum items in the space provided on the Bid Form.

- C. The apparent low Bid will be determined on the basis of the lowest qualified responsible combination of the Bidders for Schedules 1 and 2 or Bidder for Schedule 3.
- D. Discrepancies between the indicated sum of any column of figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

S2. Division 00 Bid Form for Procurement Contract: Delete the Bid Form for Procurement Contract in its entirety and replace with the Bid Form included in this Addendum.

S3. Section 235216 Condensing Boilers Item 1.5.B Warranty: Delete Section 235216-1.5. B in its entirety and replace as follows:

- B. The boiler shall come with warranties stated below. Warranty period shall be one (1) year from the incorporation, start-up and continuous use of the equipment in the terminal building (anticipated to be mid-2026).
 - 1. Heat exchanger: 5-year limited warranty, and 20-year warranty against thermal shock.
 - 2. Burner: 10-year limited warranty.
 - 3. All other parts: 1-year limited warranty.

S4. Section 236416 Centrifugal Water Chillers Item C Warranty: Delete Section 236416-1.8 C in its entirety and replace as follows:

- C. Warranty starts at the incorporation, start-up and continuous use of the equipment in the terminal building (anticipated to be mid-2026).

S5. Section 236514 Open-Circuit, Induced-Draft, Crossflow Cooling Towers Item 1.9 Warranty: Delete Section 236514-1.9 in its entirety and replace as follows:

- A. Standard Warranty: Manufacturer agrees to repair or replace the following components of cooling towers that fail in materials or workmanship within 12 months of incorporation, start-up and continuous use of the equipment in the terminal building (anticipated to be mid-2026).
 - 1. All components of cooling tower.
- B. Special Warranty: Fan and fan drive system components shall be warranted for five years after incorporation, start-up and continuous use of the equipment in the terminal building (anticipated to be mid-2026).

S6. Section 262413 Switchboards Item 1.7 Warranty: Delete Section 262413-1.7 in its entirety and replace as follows:

1.7 Warranty

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace switchboards that fail in materials or workmanship within specified warranty period. Switchboard Warranty Period: Twenty-four (24) months from the incorporation, start-up and continuous use of the equipment in the terminal building (anticipated to be mid-2026).

S7. Section 262413 Switchboards Item 3.1 Examination: Delete Section 262413-3.1 Item A.1 in its entirety and replace as follows:

- 1. Lift or move switchboards with spreader bars and manufacturer- supplied lifting straps following manufacturer's published instructions.

S8. Section 263213.13 Diesel-Engine-Driven Generator Sets Item 1.8 Warranty: Delete Section 263213.13-1.8 in its entirety and replace as follows:

1.8 Warranty

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of incorporation, start-up and continuous use of the equipment in the terminal building (anticipated to be mid-2026).

S9. Section 263600 Transfer Switches Item 1.5 Warranty: Delete Section 263600-1.5 in its entirety and replace as follows:

1.5 Warranty

- A. Manufacturer's Warranty: Manufacturer agree to repair or replace components of transfer switch or transfer switch components that's fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of incorporation, start-up and continuous use of the equipment in the terminal building (anticipated to be mid-2026).

PLANS

P1. Not Applicable.

ATTACHMENTS

A1. Division 00 Bid Form for Procurement Contract – 4 pages

END OF ADDENDUM NO. 1

BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

1.01 This Bid is submitted to:

Rapid City Regional Airport
4550 Terminal Road – Suite 102
Rapid City, South Dakota 57703

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 *Lump Sum Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

1. Schedule 1 Mechanical Equipment - Lump Sum Bid Price

Division 23000 Mechanical Equipment Lump Sum Bid Price	\$
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2. Schedule 2 Electrical Equipment - Lump Sum Bid Price

Division 26000 Electrical Equipment Lump Sum Bid Price	\$
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3. Schedule 3 Combined Mechanical Equipment and Electrical Equipment - Lump Sum Bid Price

Division 23000 Mechanical Equipment and 26000 Electrical Equipment Lump Sum Bid Price	\$
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ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form prescribed in the Instructions to Bidders.
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - C. Provide proof of a South Dakota Contractor’s Excise Tax License in connection with the award of a Contract per South Dakota Codified Law 5-18-17

ARTICLE 5—BIDDER’S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Bidder's Certifications*

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____

Classification: _____

Limitation: _____