

ADDENDUM NO. 1

PROJECT: CITY OF TUPELO
TUPELO POLICE HEADQUARTERS
TUPELO, MISSISSIPPI
PN 10032.00

ARCHITECT: JBHM ARCHITECTS, P.A.
105 COURT STREET
TUPELO, MISSISSIPPI 38804

This **Addendum No. 1**, dated **January 5, 2015**, supersedes and takes precedence over the plans and specifications for the above referenced project, which shall remain in full force and effect, except as herein modified.

GENERAL CLARIFICATIONS:

Item No. 1: The **Bid Due Date** for this project is **hereby extended to Tuesday, February 3, 2015, at 2:00 PM.** Sealed bids will be received until this time.

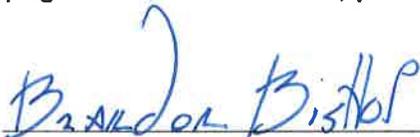
SPECIFICATIONS:

Item No. 2: **SECTION 00 21 13, INSTRUCTIONS TO BIDDERS:** Replace this section with the attached SECTION 00 21 13, INSTRUCTIONS TO BIDDERS, in its entirety.

End of Addendum

Total pages this addendum: 1, plus attachments

BY:



Brandon Bishop, AIA

ATTACHED SPECIFICATIONS:

- SECTION 00 21 13, INSTRUCTIONS TO BIDDERS dated 12/18/2014 and noted "[ADDENDUM NO. 1]" along the bottom margin of each page.

Upon receipt of this addendum your acknowledgement should be noted below and immediately emailed to lholloway@jbhm.com OR faxed to JBHM Tupelo at 662 844-0971.

Signature

Name of Company

PLEASE ATTACH THIS ADDENDUM TO THE INSIDE FRONT COVER OF EACH SET OF SPECIFICATIONS BEFORE RETURNING THEM TO OUR OFFICE.

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Interpretations: Should a bidder find discrepancies in or omissions from the plans and specifications or be in doubt as to their written meaning, he should immediately notify the Architect in writing. The Architect will then send a written instruction or interpretation to all known holders of the documents if deemed appropriate by the Architect. Neither the Owner nor the Architect will be responsible for nor bound by any oral instructions or for a bidder's failure to make inquiry.
- B. Addenda: Any addenda to the plans and/or specifications issued before or during the time of bidding will become a part of the Contract and receipt of same must be acknowledged by Bidder in his proposal.
- C. "Or Equal" Substitutions: Refer to Section 00 22 13, Paragraphs 3.4.2 and 3.4.4 and to Section 01 25 00 - "Or Equal" Substitutions: Bidder is advised that some sections of the specifications may not allow for substitutions and that the requirements of Sections 00 22 13 and 01 25 00 must be strictly complied with to obtain a substitution where substitution is allowed. Failure to strictly comply with Sections 00 22 13 and 01 25 00 and any requirements in the technical specifications which do not conflict with and which are in addition to Sections 00 22 13 and 01 25 00 may, in the Owner's sole discretion, result in the rejection of the request for "or equal" substitution.
- D. **Construction Documents: As indicated in the Advertisement for Bids, Contract Documents will be issued on CD only. Bidders should include in Base Bid Proposal cost of printing all documents required for construction, as-built drawings, and close out documents.**

1.02 BIDDING

- A. Contract for Construction: Lump sum, single bid received from General Contractors and shall include General, Mechanical, Electrical, and Sitework as well as all other work shown on plans and specified herein.
- B. Subcontractors and Suppliers: The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract or Purchase Order under this Contract must be acceptable to the Owner.
 - 1. The Owner may make such investigation as he deems necessary to determine the ability of the Bidder or subcontractors or suppliers to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time required.

2. All subcontractors must have a current, valid, Contractor's License and/or Certificate of Responsibility where Bid exceeds \$50,000.00.
3. Listing of Subcontractors and Suppliers:
 - a. So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the Project and to prevent "bid-shopping" and/or "bid-chopping", each Bidder shall identify within seven (7) days after Bid receipt date the name of the subcontractor and supplier used by the Bidder in his bid for each subcontractor and supplier whose bid or quote exceeds \$50,000.00. Bidder's List shall be provided on the Listing Form provided with the Proposal Form. A Bidder's failure to indicate the name(s) of the subcontractors and major suppliers included in his lump sum price within seven (7) days after Bid receipt may result in the rejection of the Bidder's bid as nonresponsive.
 - b. The successful Bidder shall use the subcontractor and supplier identified by him as being included in his lump sum price, provided however, the Bidder assumes the risk that the subcontractor or supplier listed within the seven (7) day period will be acceptable to the Owner and the Architect. The Bidder shall not substitute another subcontractor for the listed subcontractor or supplier unless agreed to in writing by the Owner.
 - c. If Bidder lists itself as a supplier for any of the classifications listed, then the Bidder will be required to furnish such product from its manufacturing inventory and to demonstrate to the Owner and Architect that it has satisfactory qualifications and prior experience manufacturing and furnishing such materials, equipment and/or products. If Bidder lists itself as a subcontractor for any of the classifications listed, then the Bidder will be required to perform the work with its own regularly employed personnel and to demonstrate to the Owner and Architect that it has satisfactory qualifications and prior experience performing such work with its own regularly employed personnel. The Owner reserves the right to reject any bid if the evidence submitted by Bidder fails to satisfy the Owner that the Bidder has satisfactory qualifications and prior experience performing such work and/or furnishing such materials, equipment and/or products.

1.03 CERTIFICATE OF RESPONSIBILITY

- A. Each Bidder submitting a bid equal to or in excess of \$50,000.00 on public or private projects must show on his bid and on the face of the envelope containing the bid, his Certificate of Responsibility Number, as required by Section 31-3-21 (latest revision) Mississippi Code. If the bid does not exceed \$50,000.00, a notation so stating must appear on the face of the envelope.

- B. Each subcontractor shall also have a Certificate of Responsibility Number, as required by Section 31-3-21 (latest revision), Mississippi Code.
- C. Evidence: No bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving bids must be submitted if required by the Owner or the Architect. Likewise, it shall be the responsibility of the General Contractor to require a Certificate of Responsibility Number from any subcontractor that falls in the category of "B" above.
- D. In accordance with Mississippi law, if the Bidder is a joint venture, either the joint venture or all of the Contractors which make up the joint venture must hold certificates of responsibility from the State Board of Contractors.

1.04 PRE-BID CONFERENCE

- A. **A pre-bid conference has been scheduled at 10:00 a.m. on Wednesday, January 14, 2015 at City Hall - 2nd Floor - City Council Room, 71 East Troy Street, Tupelo, Mississippi.**
- B. All general contract/major subcontract Bidders and Suppliers are urged to attend.
- C. All Bidders are expected to have familiarized themselves with conditions relating to the Work prior to the pre-bid conference.

1.05 NON-RESIDENT CONTRACTOR

- A. When a non-resident Contractor submits a bid for a Mississippi public project, he shall include with bid a copy of his resident State's current law pertaining to such State's treatment of non-resident Contractors as required by Section 31-3-21, Mississippi Code, (latest revisions) or a letter stating that his resident State has no such law pertaining to such State's treatment of non-resident contractors.

1.06 BID SECURITY

- A. Each bid, exceeding \$5,000.00, must be accompanied by the Bidder's certified check or a bid bond, duly executed by the Bidder as principal and having surety thereon, a surety company approved by the Owner and **signed by an agent, regularly commissioned and licensed to transact business in Mississippi**, in the amount of five percent of the bid. All bid bonds must be accompanied by the appropriate Power of Attorney designating the Mississippi Resident Agent.

1.07 OPENING OF PROPOSALS

- A. Refer to the Advertisement for Bids.

1.08 PREPARATION OF BID

- A. Conditions of Work: Each Bidder must fully inform himself of the conditions relating to the construction of the project and employment of labor thereon.

Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. The Contractor must employ methods or means to cause no interruptions of or interference with the work of any other Contractor.

- B. Examination of Site: All Bidders, including the general contractor and subcontractors, will visit the site of the building, and inform themselves of all conditions. Failure to visit the site will in no way relieve the successful Bidder from his obligation to complete all work in accordance with the Contract Documents without additional cost to the Owner.
- C. Staging and Access: All Bidders, including the general contractor and subcontractors, acknowledge that the construction premises are restricted and that access is affected by the location of the Project, by the Facilities surrounding the Project and by other construction either presently being performed or proposed to be performed during the performance of this Contract. All Bidders, including the general contractor and subcontractors, further acknowledge that such limitations in space and accessibility have been taken into account in estimating their bids.
- D. Laws and Regulations: The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project apply to the Contract. The successful Bidder shall be required to comply with all applicable laws, ordinances, rules and regulations at no additional cost to Owner whether such laws, ordinances, rules and/or regulations are enacted or adopted or become effective before or after bid opening.
- E. Obligation of Bidder: At the time of opening of bids, Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and specifications, including all addenda.
- F. Telegraphic and Facsimile Modifications: A Bidder may modify his bid by telegraphic or facsimile communication at any time, provided such communication is received by the Owner prior to the scheduled time for opening bids. Written confirmation must be received within two days from the bid opening time or no consideration will be given the telegraphic or facsimile modifications.

1.09 PROPOSALS

- A. Form: Submit all proposals on forms provided and fill all applicable blank spaces without interlineation, alteration, or erasure and recapitulations of the work to be done. No oral, telegraphic, or telephonic proposals will be considered. Any addenda issued during the bidding must be noted on the Proposal Form.
- B. Withdrawal: Any bid may be withdrawn prior to the time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. All bids are irrevocable offers to contract at the price bid which may not be withdrawn until **Sixty (60) days** after bid opening.

- C. **Submittal:** Submit bids in duplicate in an opaque sealed envelope bearing on the outside, the name and Certificate of Responsibility number of the Bidder, his address, bid opening date, time, complete project name, project number, and the Owner's bid number **1356PD**.
- D. Any bid modification or qualification on the outside of the envelope will be considered only if accompanied by signature and title of person making the modification.
- E. **Mailing:** If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

**City of Tupelo
71 East Troy Street
Tupelo, MS 38804**

- F. Bidders are urged to deliver their bid to the Owner. Owner will not be responsible for misdelivery of mail or express deliveries.

1.10 Contract

- A. **Award of Contract:** Award shall be made to the lowest and best Bidder, pursuant to Mississippi law and these Instructions to Bidders. The lowest bid shall be the base bid or combination of base bid and those alternates which produce a total within available funds. The Owner reserves the right to waive irregularities and to reject any and all bids.
- B. **Evaluation of the lowest and best Bidder,** pursuant to Mississippi law and these Instructions to Bidders, will include but not be limited to the following:
 - 1. The submitted bid price.
 - 2. The Bidder's relevant experience with Public and/or School projects of similar size, complexity, cost, and schedule restraints.
 - a. Name of the Project
 - b. Owner's name and contact information
 - c. Contract's original sum and final contract amount
 - d. Contract's original Substantial Completion date and actual Substantial Completion date
 - e. Indicate if there were any claims, Liquidated Damages imposed, etc.
 - 3. The Bidder's proposed Project Manager's relevant experience with Public and/or School projects of similar size, complexity, cost and schedule restraints.
 - 4. The Bidder's proposed Superintendent's (on-site foreman's) relevant experience with Public and/or School projects of similar size, complexity, cost
- C. **Disqualification of Bidder:** The Owner reserves the right to award to other than the low Bidder when, in the Owner's judgment, it is in his best interest to do so.

The Owner reserves the right to request information from prospective Bidders as necessary in order to determine if circumstances for disqualification exist. For instance, a Bidder may be disqualified for such reasons as:

1. Bidder being in arrears on existing contracts.
 2. Bidder being in litigation with the Owner or the institution/agency.
 3. Bidder having defaulted on or failed to satisfactorily complete a previous contract with the Owner, including Bidder's failure to satisfactorily fulfill the warranty obligations of a previous contract with the Owner.
 4. The above is not an inclusive list.
- D. Security for Faithful Performance: When the bid exceeds \$5,000.00 and simultaneously with his delivery of the executed Contract, the Contractor will furnish a payment and a performance bond in accordance with Section 31-5-51 et. seq. of the Mississippi Code (latest revision). The surety on such bonds will be a duly authorized surety company licensed to do business in the state of Mississippi which is acceptable to the Owner and which is listed on the United States' Treasury Department's list of acceptable sureties.
- E. Time of Completion: By submission of its bid, Bidder agrees to commence work on or before a date specified in a written "Notice to Proceed" and to fully complete the Project within the time stated in the Bid Proposal Form.
- F. Liquidated Damages for Failure to Enter Into Contract: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and required bonds within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.
- G. Liquidated Damages for Failure to Substantially Complete Project in Time Stipulated: Applicable when stipulated sum is shown in Section 00 22 13, Paragraph 9.11.

1.11 BID DOCUMENTS

- A. Plans and Specifications are available, unless noted otherwise on the Advertisement for Bid, at the office of the Architect, **JBHM Architects, PA, 105 Court Street, Tupelo, MS 38804.**
- B. No partial sets of documents will be issued or accepted for return.

END OF SECTION 00 21 13