

January 6, 2023

ADDENDUM NUMBER ONE (1)

**Project:** SCSD ESSER Package 4  
Air Conditioning Replacement/Upgrades  
Raleigh, Mize and Taylorsville Gymnasiums  
Smith County School District  
PN: 21095

**FROM:** Dean Architecture, P.A.  
661 Sunnybrook Road, Suite 140  
Ridgeland, MS 39157  
(601) 939-7717

The following additions, changes, clarifications and/or substitutions to the Project Drawings as indicated, are hereby made a part of the Contract Documents. Acknowledge receipt of this Addendum by inserting its number and date in the Proposal Form where indicated.

Clarifications:

**Item #1:** Advertisement for Bids, revised bid date.

Replace in its entirety.

**Item #2:** What is the estimated construction budget?

It is the bidding General Contractor's responsibility to submit a bid that is commensurate with the scope of work. An Estimated Construction Budget will not be provided by the Architect or Owner.

**Item #3:** Is it required to bid Package 4, Package 5 and Package 6?

The bidding General Contractors are allowed to submit individual bids on each project and do not have to submit a bid on all three to be considered.

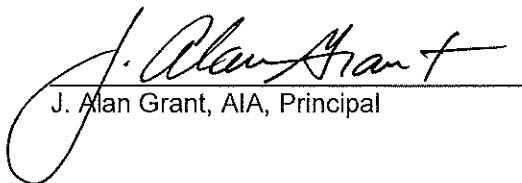
Architectural Specifications:

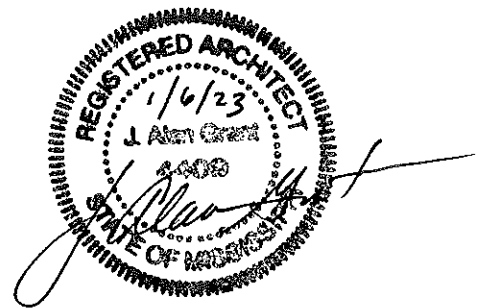
**Item #1:** Section 002113 – Instructions to Bidders, as follows:

Replace in its entirety.

END OF ADDENDUM NUMBER ONE (1)

Dean Architecture, P.A.

  
J. Alan Grant, AIA, Principal



PLEASE ATTACH THIS ADDENDUM TO THE INSIDE FRONT COVER OF EACH SET OF SPECIFICATIONS.

## **ADVERTISEMENT FOR BIDS**

### **NOTICE TO CONTRACTORS**

Sealed proposal will be received by the Smith County School District at P. O. Box 308, 212 Sylvarena Avenue, Raleigh, Mississippi, 39153 until 2:00 p.m. on, February 2, 2023, for the project known as:

#### **SCSD ESSER Package 4**

The bids will be publicly opened and read on Monday, February 6th, 2023 at 3:30 p.m. in the Smith County Central Office located at 212 Sylvarena Avenue, Raleigh, Mississippi, 39153. Plans and specifications are on file at certain plan rooms and copies thereof may be obtained by contacting:

**Dean Architecture, P.A.  
661 Sunnybrook Road Suite 140  
Ridgeland, MS 39157**

Plans and Specifications are available via Planroom at Jackson Blueprint Co. [www.jaxblue.com](http://www.jaxblue.com). No partial sets of documents will be issued.

Proposal shall be submitted on Bid Forms provided with the specifications. The current Certificate of Responsibility Number of the bidder shall appear on the outside of each sealed envelope containing a proposal, said envelope being plainly marked "PROPOSAL FOR" SCSD ESSER Package 4.

Each proposal must be accompanied by a bid bond or certified check in an amount equal to 5% of the bid, payable to the Smith County School District as bid security.

A Payment and Performance Bond in an amount equal to 100% of the contract price shall be required of the successful bidder.

The Contract will be awarded to the lowest, best and acceptable bidder, except that the Smith County School District reserves the right to waive any informality in the bidding and to reject any and all bids.

SMITH COUNTY SCHOOL DISTRICT

Mr. Nick Hillman, Superintendent of Education

DATES OF PUBLICATION

4 January, 2023  
11 January, 2023

**SECTION 002113**  
**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.
- 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. Substitutions: Refer to Section 007300 and to Section 016000 - Product Requirements : Bidder is advised that some sections of the specifications do not allow for substitutions and that the requirements of Sections 007300 and 016000 must be strictly complied with to obtain a substitution where substitution is allowed. Failure to strictly comply with Sections 007300 and 016000 and any requirements in the technical specifications which do not conflict with and which are in addition to Sections 007300 and 016000 may, in the Owner's sole discretion, result in the rejection of the request for substitution. The Architect will not consider requests for substitutions during bidding.
- D. Non-Asbestos Containing Materials: The Contractor shall furnish a letter of Certification of non-use of asbestos containing materials prior to Substantial Completion in accordance with Section 007300.
- E. Pre-Bid Conference:
  - 1. **A Pre-Bid Conference has been scheduled for 2:00 p.m. on January 19, 2023 at Smith County School District Offices in Raleigh, MS.**
    - a. All Bidders, Subcontractors and Suppliers are urged to attend.
    - b. All Bidders are expected to visit the site, and familiarize themselves of all conditions relating to the Work prior to the pre-bid conference. 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.

**1.02 BIDDING**

- A. Contract for Construction: Lump sum, single bids ( base bid & alternates ) received from General Contractors shall include General, Mechanical, Electrical, Plumbing, Structural and Sitework as well as all other work shown on plans and specified herein.
- B. General Contractors, Subcontractors and Suppliers: The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Contract, Subcontract or Purchase Order 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.
  - 3. Listing of Subcontractors and Suppliers:
    - a. Failure to list subcontractors that may be required on the Bid Form may result in the rejection of the Bidder's bid as non-responsive.
    - 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 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 in excess of \$50,000.00 must show on his bid and on the face of the envelope containing the bid, his Certificate of Responsibility Number, as required by Section 31-3-15 and 31-3-21 (latest edition) Mississippi Code of 1972. If the bid does not exceed \$50,000.00, a notation so stating must appear on the face of the envelope.
- B. 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. Each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- C. Each subcontractor whose Subcontract exceeds \$50,000.00 shall have a Certificate of Responsibility Number, as required by Section 31-3-15 and 31-3-21 (latest revision), Mississippi Code.
- D. 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 when required by the Owner or the Architect. Likewise, it shall be the responsibility of the Prime Contractor to require a Certificate of Responsibility Number from any subcontractor that falls in the category of "B" above.

### **1.04 NON-RESIDENT CONTRACTOR**

- A. When a non-resident Contractor submits a bid for a Mississippi public project, he shall, prior to submission of the bid, attach thereto a copy of his resident State's current law pertaining to such States treatment of non-resident Contractors as required by Section 31-3-15 and 31-3-21, Mississippi Code, (latest revisions) or, if the State has no such law, a statement indicating the "State of (name of State) has no resident Contractor preference law". Failure to include this information or statement will result in the bid being considered non-responsive and it will be rejected.

### **1.05 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 wherein the security on such bond will be by a duly authorized surety company deemed to do business in the State of Mississippi which is acceptable to the Owner, 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.

### **1.06 OPENING OF PROPOSALS**

- A. Refer to the Advertisement for Bids.

### **1.07 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 that may 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 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. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.
- F. Modification to Bid: A Bidder may modify the bid on the outside of the sealed envelope containing the bid.
- G. Telegraphic Bids / Modifications: Absolutely no facsimile (fax), telegraphic bid or telegraphic modification of bid will not be considered.
- H. Irregularities: The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the Owner when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

## **1.08 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. Receipt of any and all 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 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, and time.
- D. Unauthorized conditions, limitations, or provisions attached or on the outside of the envelope will render the bid non-responsive and it shall be rejected.
- E. Mailing: If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:  
Smith County School District  
Attn: Robert Miles, Director of Purchasing  
P.O. Box 308  
Raleigh, MS 39153  
Bidders are urged to hand deliver their bid. Owner and Architect will not be responsible for mis-delivery of mail or express deliveries.

- F. Electronic Bids: Electronic or Digital bids will not be accepted by Smith County School District or Dean Architecture. Bids must be forwarded by mail or delivered in person.

#### **1.09 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 and in accordance with Owner priorities. The Owner reserves the right to waive irregularities and to reject any and all bids.
- B. 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. 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.
  3. Bidder having defaulted on or failed to satisfactorily complete a previous contract with the Owner or institution, including Bidder's failure to satisfactorily fulfill the warranty obligations of a previous contract with the Owner or institution.
  4. Bidder having failed to furnish the List of Subcontractors, materials and suppliers and the Preliminary Construction Schedule.
  5. The above is not an inclusive list.
- C. Security for Faithful Performance: When the bid exceeds \$5,000.00, the Contractor will furnish simultaneously with his delivery of the executed Contract, a payment and a performance bond in accordance with Section 31-5-51 et. seq. of the Mississippi Code (latest edition) along with policies of insurance or insurance certificates as required by the Contract Documents. The surety on such bonds will be by a duly authorized surety company licensed to do business in the state of Mississippi, which is acceptable to the Owner.
- D. Time of Completion: By submission of its bid, Bidder agrees to commence work on or before a date specified in a written "Proceed Order" and to fully complete the Project within the time stated on the Bid Proposal Form.
- E. Substantial Completion: Substantial completion of the project as defined by Section 007300, requires the submittal by Contractor of all closeout documents required by Section 017000 and Section 017800, all ownership and maintenance manuals required by Section 013000 and/or the technical sections of the Contract, the Guarantee of Work required by Section 007300..
- 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 007300.

#### **1.10 BID DOCUMENTS**

- A. Plans and Specifications are available by calling the office of Dean Architecture, 661 Sunnybrook Road, Suite 140, Ridgeland, Mississippi, 39157 (601) 939-7717.
1. Plans will be distributed via Planroom at Jackson Blueprint Co. [www.jaxblue.com](http://www.jaxblue.com)
  2. All Plans and Specifications are to be purchased from Jackson Blueprint. Dean Architecture will not distribute sets.
  3. Local plan rooms will be issued one (1) set free of charge if requested.
  4. No partial sets of drawings or project manual will be issued.

**END OF SECTION**