



Mississippi Valley State University
RICE-TOTTEN STADIUM UPGRADE PROJECT
PHASE 1
Itta Bena, Mississippi 38941

ADDENDUM 1
June 17, 2022

The Contract Documents for RICE-TOTTEN STADIUM UPGRADE PROJECT PHASE 1 are amended as follows:

1. Replace the Instructions to Bidders with the enclosed Instructions to Bidders with a revised Pre-Bid meeting format.



Bradley R. Jones, PLA, SITES AP

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - INTRODUCTORY INFORMATION

A. DEFINED TERMS:

1. Bid Documents shall include the following:
 - a. Instructions to Bidders
 - b. Bid Proposal
 - c. Other bidding and contract forms
 - d. Contract Specifications and Drawings
 - e. Addenda issued prior to receipt of bids
2. Terms used in these Instructions to Bidders and elsewhere throughout the Contract Documents are defined in the General Conditions.

B. COPIES OF BIDDING DOCUMENTS:

1. Complete sets of the Bidding Documents may be obtained from www.wlburleplanroom.com. Each qualified bidder will receive a set of the Bid Documents for use in preparing his bid.
2. A complete set of Bidding Documents shall be used in preparing Bids; neither Owner nor Professional assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. Owner and Professional in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

C. PRE-BID MEETING:

NOTICE, all Bidders shall attend the non-mandatory, pre-bid meeting held **2:00 p.m. local time** on **Monday, June 20, 2022**, at the Rice-Totten Stadium on the campus of Mississippi Valley State University, Itta Bena, Mississippi. The Pre-bid meeting will be held in person for any contractors traveling to the project site, and virtually via Zoom for contractors who wish to view the site but may not be able to make the scheduled meeting. Any person or persons who will be attending the pre-bid meeting in person or via Zoom should submit their name, company name, telephone number and email address to W.L. Burle Engineers, P.A., 111 South Walnut, Greenville, Mississippi 38701 (Fax No. 662/332-2622, Office Phone No. 662/332-2619, Cell Phone number 662-822-0094), or by email to Brad Jones(brj@wlburle.com) in order to receive an invite to the Zoom meeting.

D. EXAMINATION OF BID DOCUMENTS AND SITE:

1. Before submitting a Bid, each Bidder must:

- a. Examine the Bid Documents thoroughly.
 - b. Visit the site to familiarize (him/her) self with local conditions that may in any manner affect cost, progress or performance of the Work.
 - c. Consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or furnishing of the Work.
 - d. Study and carefully correlate Bidder's observations with the Contract Documents.
 - e. Notify Professional of all conflicts, errors or discrepancies in the Contract Documents.
2. Bidder shall, by examination of the site, satisfy himself of the following:
- a. Nature and location of the site where the Work is to be performed.
 - b. Character, quality, and quantity of surface and subsurface materials, structures and utilities to be encountered.
 - c. Character of construction equipment and facilities needed for performance of the Work.
 - d. General local conditions and shipping facilities.
 - e. Availability of lands and/or disposal facilities.
3. Access to the Site:
- a. On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill any holes, cleanup and restore the site to its former condition.
 - b. The lands upon which the Work is to be performed, right-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the General Requirements or on the Drawings.
4. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

E. INTERPRETATIONS, MODIFICATIONS AND ADDENDA:

1. Any prospective Bidder who discovers ambiguities, inconsistencies or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall, in writing, promptly request an interpretation from the Professional.
2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner or Professional.

3. Interpretations, corrections or changes will be made only by Addenda, duly issued. Copies of each Addendum will be mailed or delivered to each Bid Document holder of record.
4. Because of the time required to publish and deliver, no Addenda will be issued within the last seven days before the date of opening Bids.
5. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 2 - BASIS OF BIDDING

A. SPECIFIED EQUIPMENT AND MATERIALS:

1. The Contract, if awarded, will be on the basis of equipment and materials described and of manufacturers and suppliers mentioned by name in the Bid Documents (without consideration of possible substitutions or “or equal” items).
2. Substitutions will be considered only after the Effective Date of the Agreement and as set forth in the General Conditions.

B. INDIRECT COSTS:

1. The cost of all construction licenses, building and other permits, taxes and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by Owner, shall be included in the Bid price.
2. The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the Work shall be included in the Bid price.
3. Tests, inspections and related activities called for throughout the Bid Documents are the responsibility of the Contractor unless specified otherwise. The Bid shall include all costs arising from such responsibility.
4. The cost of all electrical, water, gas, telephone, sanitary, and similar facilities and services required by Contractor in performing the Work shall be included in the Bid price unless specified otherwise.
5. If the Bid Form includes a bid item for mobilization, the costs of Work in advance or following construction operations and not directly attributable to any specific bid item will be included in the progress estimate as “Mobilization/Demobilization.” When no bid item is provided for “Mobilization/Demobilization,” payment for such costs will be deemed to be included in the other items of the Work.

C. SUBCONTRACTORS:

1. The experience, past performance and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any subcontractor so requested shall be required to furnish experience statements prior to the Notice of Award.
2. If any prospective Bidder is in doubt on the acceptability of any Subcontractor he may request Professional for a tentative approval.
3. No Contractor shall be required to employ any subcontractor, other person or organization against whom he has reasonable objection.

D. CONTRACT TIME:

1. Time is of the essence in the Contract.
2. It is desired that the work under this contract be completed within 45 calendar days after the date specified in the NOTICE TO PROCEED or no later than August 31, 2022.

ARTICLE 3 - BIDDING PROCEDURE

A. PREPARATION OF BID:

1. Prospective Bidders must purchase the Bid Documents and Contract Drawings from www.wlburleplanroom.com if there are any questions regarding website registration, online orders, electronic downloads, or electronic bidding please contact Plan House Printing of Tupelo, MS (Phone No. 662/407-0193). All other questions shall be addressed by contacting W.L. Burle Engineers, P.A., 111 South Walnut, Greenville, Mississippi 38701 (Fax No. 662/332-2622, Phone No. 662/332-2619, or Email dtm@wlburle.com).
2. Bid documents shall be executed in accordance with the bid laws for the State of Mississippi. Bid documents from Non-resident Bidder's shall also be accordance with Title 31, Chapter 3, Section 21 of the Mississippi Code of 1972.
3. The Bid Proposal must be filled out and signed by the Bidder.
4. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under his signature and the official address of the partnership must be shown below the signature.
5. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and

attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

6. Names of all persons signing must be printed below their signature.
7. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder.
8. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

B. METHOD OF BIDDING:

1. Bids will be prepared using the Bid Proposal format.
2. Firm bids are required.

C. BID SECURITY:

1. Each Bid must be accompanied by bid security, payable to Owner in the amount of 5% of the total base bid price.
2. The required security shall be in the form of a certified or bank cashier's check or a bid bond on the form prescribed by the AIA, Document A310, Feb. 1970 edition or on a similar form.
3. Bid bond must be executed by a surety meeting the requirements set forth for Article 5 – Bonds and Insurance in the General Conditions.
4. Bid security of the successful Bidder will be retained until he has executed the Agreement and furnished the required performance and payment bonds as set forth in the General Conditions, whereupon bid security will be returned. If the successful bidder fails to execute the Agreement and furnish the performance and payment bonds within 15 days after the date of Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited to Owner.
5. The bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of ten days after the Effective Date of the Agreement and the required performance and payment bonds furnished, or the 61st day after the Bid opening. Bid security of other Bidders will be returned within ten days of the Bid opening.

D. SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:

Bid must include a list of major subcontractors the Bidder expects to use in the Work. Those to be included shall be as listed with the Bid Form.

E. SUBMISSION OF BID:

1. Bids shall be either submitted at the time and place designated by the Owner or Professional or submitted to www.wlburleplanroom.com by the designated time and date.
2. Bids submitted in person or via mail or other delivery system at the time and place designated by the Owner or Professional shall be sealed in an opaque envelope and marked with the following:
 - a. Project name.
 - b. Contract title and number.
 - c. Name and address of Bidder.
 - d. Bidder's Mississippi contractor's license number.
3. If the bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.
4. Bids submitted electronically through www.wlburleplanroom.com shall have a cover page referencing the information listed above in Article 3 E.2.

F. MODIFICATION OR WITHDRAWAL OF BIDS:

1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the time set for receiving Bids.
2. Bidders may also modify or withdraw Bids by telegraphic communication at any time prior to the time set for receiving Bids provided the instruction is positively identified. A duly executed document (in the manner that Bid must be executed) confirming the telegraphed modification shall be submitted and received by Owner within three days after the date and time set for receiving of bids.
3. If, within 24 hours after bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 4 - OPENING OF BIDS

A. OPENING OF BIDS:

1. Bids will be publicly opened and read aloud.

2. All bids shall remain open for a period of 30 days after Bids are opened, but Owner may, at his sole discretion, release any Bid at any time prior to that date.

ARTICLE 5 - AWARD OF CONTRACT

A. OWNER'S RIGHT TO REJECT BIDS:

1. Owner reserves the right to reject any and all Bids and waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids or counter proposals, or Bids not accompanied by required information or requested data.
2. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
3. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

B. EVALUATION OF BIDS:

1. In evaluating Bids, Owner shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.
2. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
3. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
4. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
5. The evaluation of bids will also include consideration of completion time if time extends past requested dates. Bid prices will be compared after adjusting for differences in completion time at a rate based upon loss of

income.

6. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project and Owner. The evaluation of bids will include consideration of the Base Bid prices, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Owner and which total produces a total within the available funds.

C. NOTICE OF AWARD:

After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 30 days after the date of opening Bids notify the successful Bidder of acceptance of his Bid (indicating which, if any, alternative Bids have been accepted).

ARTICLE 6 - SIGNING OF AGREEMENT:

- A. Within five days after the Owner gives Notice of Award to the successful bidder, three unsigned counterparts of the Agreement and all other Contract Documents will be transmitted to the successful bidder.
- B. Within fifteen days thereafter Contractor shall sign and deliver to Owner at least three counterparts of the Agreement with all other Contract Documents attached including performance and payment bonds properly executed.
- C. Within ten days thereafter Owner will sign and return one fully signed counterpart to Contractor.

END OF SECTION

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PHASE 1
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PRE-BID MEETING

All potential bidders have the option to attend the Pre-Bid Meeting either in person, or virtually. The Information to attend the Pre-Bid Meeting virtually is listed below:

W. L. Burle Engineers, P.A. is inviting you to a scheduled Pre-Bid Meeting.

Topic: Rice-Totten Stadium Upgrade Project – Phase 1, Running Track renewal with Field Game surfaces as an Add Alternate.

Time: Monday, June 20, 2022 @2:00 PM Central Time (U.S. and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/7761241335?pwd=QzhOVk5lcnZLcExBTjF1azFjVlo0UT09>

Meeting ID: 776 124 1335

Passcode: 6Z4kip

One tap mobile

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 776 124 1335

Passcode: 672821

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