

ADDENDUM NO. 1

**PROJECT: OCEAN SPRINGS SCHOOL DISTRICT
OCEAN SPRINGS MIDDLE SCHOOL 2023 HVAC REPLACEMENT
(JBHM PROJECT NO. 23034.00)
OCEAN SPRINGS, MISSISSIPPI**

**ARCHITECT: JBHM ARCHITECTS, P.A.
308 EAST PEARL STREET, SUITE 300
JACKSON, MISSISSIPPI 39201**

This Addendum No. 1, dated August 24, 2023, 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: Although Central Bidding does charge fees to download the bid documents, there is no fee charged to submit an electronic bid. As an additional bidding option, bids can be submitted electronically and bidders shall note the following:

- Access the following website and log in: www.centralauctionhouse.com.
- Access the "Central Bidding" link, access the "Browse Public Bids: Mississippi Agencies" link, access the "Ocean Springs School District" link, and access the "Ocean Springs School Middle School 2023 HVAC Replacement" link, and log in to the website.

Bidders shall note the following:

- For any questions relating to the electronic bidding process, call Central Bidding directly at (225) 810-4814.
- Advance website registration is required for new users on www.centralauctionhouse.com (i.e. a new user likely cannot register for the website on the day of the bid opening and submit a bid on that same day). Coordinate advance registration deadlines directly with Central Bidding.
- Proposals submitted directly (i.e. in hard copy form to the Ocean Springs School District) shall be submitted in duplicate only upon the blank proposal forms provided with the specifications and must be accompanied by Proposal Security in the form of Certified Check or acceptable Bid Bond in the amount equal to at least five percent (5%) of the Base Bid.
- Proposals submitted electronically (i.e. on www.centralauctionhouse.com) shall be completed upon the blank proposal form provided with the specifications and uploaded in .PDF format as directed by the Owner's Electronic Bidding System. Proposals submitted electronically must be accompanied by Proposal Security in the form of acceptable Bid Bond in the amount to at least five percent (5%) of the Base Bid.
- In either case, such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the proposal,

execute contract and post Performance Bond in the form and amount within the time specified. The Bid Bond, if used, shall be payable to the Owner.

- In the event that an electronic bid is submitted, an original hard copy of all Proposal Documents, including Proposal Security, shall be provided to the Architect within three (3) business days after bid receipt, if requested.

- Item No. 2: The City of Ocean Springs DOES charge building permit and related fees for School District projects. As required by the Contract Documents, all permits, fees, licenses, inspections, and charges necessary for proper execution and completion of the Work shall be included in the bid.
- Item No. 3: All submittals will be processed through the JBHM - Jackson office. Bidders shall plan for any and all mailing costs, etc. that may be associated with this. Electronic submittals are acceptable and are preferred, however physical samples for color/finish selection shall be submitted in conjunction with an electronic submittal.
- Item No. 4: Contractor is responsible for controlling all dust and construction debris and implementing appropriate measures for preventing the spread of same beyond the general work areas. Failure to comply with this requirement shall mean that the contractor is required to provide clean-up services for all affected areas.
- Item No. 5: Temporary fencing is not expressly required during construction, but the Contractor is solely responsible for the safety and security of the jobsite.
- Item No. 6: Contractor shall protect all existing floors to remain.
- Item No. 7: Provide demolition and build-back / patching of existing mechanical plenums/platforms as necessary for installation of new mechanical work.

SPECIFICATIONS:

- Item No. 8: SECTION 004200 PROPOSAL FORM: Replace 004200 PROPOSAL FORM with the attached revised SECTION 004200 dated 08/24/2023.
- Item No. 9: SECTION 005200.02 MANDATORY ADDENDUM TO ALL OCEAN SPRINGS SCHOOL DISTRICT CONTRACTS: Replace the sample Mandatory Addendum document with the attached revised document "ADDENDA TO ALL OCEAN SPRINGS SCHOOL DISTRICT AGREEMENTS OR CONTRACTS" dated 08/24/2023.
- Item No. 10: SECTION 012100 ALLOWANCES, ARTICLE 3.3 SCHEDULE OF ALLOWANCES: Add Allowance Number 2 as follows:
B. Allowance No. 2 HVAC Controls Allowance: Include the lump sum of **\$30,000.00** for the purchase and installation of HVAC control devices to control the new classroom units shown on the Drawings. New devices furnished and installed via this Allowance No. 2 to be compatible with and tied into the District's existing centralized HVAC control system. This Allowance No. 2 shall NOT be included in the Base Bid and shall instead be bid via Add Alternate No. 4.

Item No. 11: SECTION 012300 ALTERNATES, ARTICLE 3.1 SCHEDULE OF ALTERNATES:
Revise Alternate No. 2 as follows:
B. **ALTERNATE NO. 2** (ADD): HVAC Replacement in 215 and 219.

1. Base Bid: No work in Classrooms 215 and 219.
2. Additive Alternate: HVAC Replacement in Classrooms 215 and 219, as indicated throughout the documents.

Note: HVAC Equipment in Classroom 217 is existing to remain.

Item No. 12: SECTION 012300 ALTERNATES, ARTICLE 3.1 SCHEDULE OF ALTERNATES:
Add Alternate No. 4 as follows:
D. **ALTERNATE NO. 4** (ADD): Add HVAC Controls Allowance.

1. Base Bid: Stand-Alone WiFi thermostats only (provisions for future building management system NOT expressly required). Allowance No. 2 is NOT included in the Base Bid.
2. Additive Alternate: Add Allowance No. 2 HVAC Controls Allowance via this Add Alternate No. 4.

Item No. 13: SECTION 015000 TEMPORARY FACILITIES AND CONTROLS, ARTICLE 1.3 USE CHARGES AND ARTICLE 3.2 TEMPORARY UTILITY INSTALLATION:
Clarifications/Revisions as follows:

- A. Sewer Service: Temporary holding tank(s) shall be utilized for construction facilities (trailers, etc.). Tank and servicing, etc. provided by General Contractor. If contractor elects to connect temporary facilities to existing sanitary sewer, tap fees, sub-metering, etc. shall be at the expense of the contractor.
- B. Water Service: Water is available on the project site. Contractor can connect to this source with no sub-meter required. Contractor shall provide all piping, connections, and taps to utility. Should contractor elect to make other connections, tap fees, sub-metering, etc. shall be at the expense of the contractor.
- C. Electric Power Service: Contractor can utilize existing receptacles and electrical service located on the site (and/or inside the existing buildings) with no sub-meter required. Should a construction trailer be located on-site, contractor shall provide Temporary Power for his trailer (connections, wiring, and all usage charges). Contractor coordinate with electric utility.

End of Addendum

Total pages this addendum: 4, plus attachments

BY:



Ryan Florreich, AIA

ATTACHED SPECIFICATIONS:

- SECTION 004200 PROPOSAL FORM dated 08/24/2023 and noted "[ADDENDUM NO. 1]" along the bottom margin of each page.
- SECTION 005200.02 Sample Document "ADDENDA TO ALL OCEAN SPRINGS SCHOOL DISTRICT AGREEMENTS OR CONTRACTS" dated 08/24/2023 and noted "[ADDENDUM NO. 1]" along the bottom margin of each page.

SECTION 004200 - PROPOSAL FORM

(Submit in Duplicate)

BIDDER: _____

ADDRESS: _____

DATE: _____

**Ocean Springs School District
2300 Government Street
Ocean Springs, MS 39564**

RE: Ocean Springs Middle School 2023 HVAC Replacement

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

BASE BID: _____
_____ (\$ _____).

ALTERNATE NO. 1 (ADD): HVAC Replacement in Classrooms 202, 204, 206, 208, and 210:

_____ (\$ _____).

ALTERNATE NO. 2 (ADD): HVAC Replacement in Classrooms 215 and 219:

_____ (\$ _____).

ALTERNATE NO. 3 (ADD): HVAC Replacement in Classrooms 207, 209, and 211:

_____ (\$ _____).

ALTERNATE NO. 4 (ADD): Add HVAC Controls Allowance:

_____ (\$_____).

TOTAL BID: (Include Base Bid and all Additive Alternates):

_____ (\$_____).

PROPOSED PERSONNEL AND RELEVANT EXPERIENCE:

Prime Bidder shall include the following information, with his bid, such that the lowest and best bidder may be evaluated:

1. Attach a list of projects completed within the last five (5) years that are similar to this project in size, complexity, cost, and schedule constraints. Include no less than the following information:
 - 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.
2. Attach a resume of the Proposed Project Manager.
3. Attach a resume of the Proposed Project Superintendent

I (We) agree to hold our bid open for acceptance for sixty (60) calendar days from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start work on September 25, 2023 (the anticipated effective date of the Notice to Proceed) and to complete the entire work in three hundred (300) consecutive calendar days. Therefore, the specified date of substantial completion shall be July 21, 2024.

By signing this proposal form, _____ (insert company name) is certifying that neither _____ (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized, and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

LIQUIDATED DAMAGES: For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows: \$500.00 per calendar day. NO TIME EXTENSIONS WILL BE ALLOWED.

As required by Section 002113-1.06, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

ADDENDUM RECEIPT: The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

SUBCONTRACTOR AND SUPPLIER LISTING:

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", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and 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 and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]

Our Corporation is chartered under the laws of the State of _____, and the names, titles and business addresses of the principal officers are as follows (non-resident Bidders see Section 002113, Paragraph 1.05):

Name	Address (City, State Zip)	Title

[TO BE FILLED IN IF A PARTNERSHIP]

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

SIGNED: _____

TITLE: _____

CERTIFICATE OF RESPONSIBILITY NO.: _____

DIRECTIONS FOR MAILING:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To:

Ocean Springs School District
2300 Government Street
Ocean Springs, MS 39564

OR

DIRECTIONS FOR ELECTRONIC BID:

Access the following website and log in: www.centralauctionhouse.com. Access the "Central Bidding" link, access the "Browse Public Bids: Mississippi Agencies" link, access the "Ocean Springs School District" link, and access the "Ocean Springs Middle School 2023 HVAC Replacement" link. For any questions related to the electronic bidding process, please call Central Bidding directly at (225) 810-4814.

Bid for Ocean Springs Middle School 2023 HVAC Replacement

to be opened at 11:00 AM on Tuesday, August 29, 2023.

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he is _____ the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against _____ (Insert Owner Name) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____

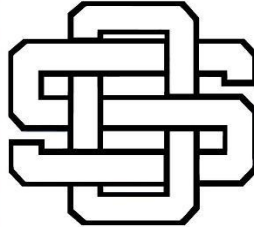
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the _____ day of _____, 20____

My commission expires _____



Addenda to All Ocean Springs School Agreements or Contracts

This Addendum between the Ocean Springs School District (“OSSD”) and (“Vendor”/“Contractor”) is an integral part of the agreement or contract. Vendor/Contractor acknowledges that OSSD is a state subdivision and is subject to the laws of the State of Mississippi governing actions of state agencies. Vendor/Contractor further acknowledges that OSSD does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the agreement/contract and agree that should any provision of the agreement/contract conflict with this Addendum, the terms of the Addendum control.

1. OSSD agreements or contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.
 U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).
2. OSSD does not waive its sovereign immunity. OSSD shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
 Miss. Code Ann. § 11-46-1, et seq.
3. OSSD does not waive its Constitutional Eleventh (11th) Amendment immunity.
 U.S. Const. Amend. XI.
4. Any reference to OSSD waiving its right to a trial by jury are deleted.
 Miss. AG Op., Chamberlin (October 18, 2002).
5. OSSD does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
 Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).
6. Any reference to payment of attorney’s fees by OSSD are deleted.
 Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).
7. OSSD does not agree to pay extra compensation, fees, or allowances after service rendered or agreement or contract made, or for any payment not authorized by law.
 Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).
8. Any references to OSSD limiting OSSD’s damages to the agreement or contract price or any other set amount are deleted.
 Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to OSSD indemnifying or holding harmless the Vendor or Contractor or any other party are deleted.
Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
10. Any provisions limiting the time for OSSD to pursue legal action are deleted.
Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
11. Any reference to OSSD waiving any cause of action it may have against Vendor or Contractor or any other party as a result of Vendor or Contractor's breach of the contract or agreement, or Vendor or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Vendor or Contractor's employees or agents are deleted.
Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
12. Any reference to OSSD limiting damages, remedies or waiving any claim are deleted.
Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
13. Any provisions giving the Vendor or Contractor exclusive control over litigation are deleted. OSSD does not agree that Vendor or Contractor may represent, prosecute or defend legal actions in the name of OSSD.
14. Any references to OSSD submitting to binding arbitration are deleted.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)
15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Vendor or Contractor's liability to OSSD or allow Vendor or Contractor to waive any applicable warranties (express or implied) are deleted.
Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).
16. Any references to OSSD limiting or waiving any common law warranty are deleted.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
17. OSSD does not make any warranty.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
18. OSSD will deliver payments to Vendor or Contractor. Any provision that requires OSSD to pay Vendor or Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.
19. OSSD is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.

- 20. Vendor or Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing OSSD for hiring an employee who works for the Vendor or Contractor is deleted.
- 21. The continuance of any OSSD contract/agreement is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract or agreement will be canceled as of the end of the funding period with no further obligation on the part of OSSD. This contract/agreement is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
- 22. Any provision requiring OSSD to name the vendor or contractor as an additional insured is deleted.
- 23. Neither party may assign its rights or delegate its duties under the contract or agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- 24. Vendor/Contractor recognizes that OSSD, as a political subdivision of the State of Mississippi, enters into this agreement/contract only to the extent authorized by Mississippi law.
- 25. Vendor/Contractor acknowledges that the individual executing the agreement or contract on behalf of OSSD is doing so only in his/her official capacity only, and to the extent that any provision contained in the agreement/contract exceeds his/her authority, Vendor/Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR

By: _____
(Original Signature of Principal or General Agent)

NAME/TITLE _____

COMPANY: _____

DATE: Beginning date of agreement/contract _____ Through June 30, 2024

OCEAN SPRINGS SCHOOL DISTRICT

By: _____
(Original Signature of Authorized Representative)

TITLE: _____

DATE: _____