



TRANSMITTAL

Date: February 23, 2023
To: All Planholders
From: G. Joey Duggan, III Senior Vice President
Re: East Central Multi-Purpose Arena

Total No. of Pages: 9
(including this cover)

Attached herewith is Addendum No. 3 for the above referenced project.

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM BY COMPLETING THE ACKNOWLEDGEMENT BELOW AND FAXING THIS PAGE ONLY TO (228) 432-8149 OR EMAILING TO CHERYL@CEGROUPMS.COM.

If you have any questions regarding this addendum, please call me at (228) 432-2133.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 3

FOR

EAST CENTRAL MULTI-PURPOSE ARENA

TO: CE Group, Inc. Telephone: (228) 432-2133
156 Nixon Street Facsimile: (228) 432-8149
Biloxi, MS 39530-3900 Email: cheryl@cegroupms.com

We hereby acknowledge receipt of Addendum No. 3 for the above referenced project. We will ensure that Addendum No. 3 is acknowledged in the bid submitted by our company.

Print name of company:
Print name of person acknowledging receipt of addendum:
Signature of person acknowledging receipt of addendum:
Date of acknowledgement:

**SECTION 00901-03**  
**ADDENDUM NO. 3**

Dated: February 23, 2023

Project: East Central Multi-Purpose Arena	Owner: Jackson County Board of Supervisors	Engineer's Project No.: 222-024
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The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the East Central Multi-Purpose Arena for the Jackson County Board of Supervisors dated January 22, 2023 as fully and completely as if the same were fully and completely set forth therein:

**PROJECT MANUAL**

**Part 1 – Bidding Requirements**

1. **SECTION 00410 BID FORM:** **REPLACE** this Section in its entirety with **Attachment No. 1 to Addendum No. 3**. This Section has been modified to remove the alternate for removing the debris mound. The Owner has elected to remove from the site the concrete debris components from the debris pile. The concrete shall be removed prior to the Contractor mobilizing. All other debris shall be the Contractor's responsibility to remove as per the original scope of work.

**CLARIFICATIONS**

1. The existing material to be screened shall be with a screen not-to-exceed 1".
2. All material grubbed and or excavated within the project limits shall remain on site, shall be screened, and shall be placed on site per the Drawings.
3. An alternate system of vinyl blanket insulation in combination with poultry wire has not been approved. Contractor shall provide system as specified.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 3 consisting of one (1) page plus attachments by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

JACKSON COUNTY BOARD OF SUPERVISORS

By:   
G. Joey Duggan, III, Senior Vice President

**SECTION 00410  
BID FORM**

NOTE: Use preferably black ink for completing this Bid form.

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted for:

**East Central Multi-Purpose Arena**

1.02 This Bid is submitted to:

**Jackson County Board of Supervisors  
P.O. Box 998  
Pascagoula, Mississippi 39568**

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable “technical data” and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable “technical data”.

### ATTACHMENT NO. 1 TO ADDENDUM NO. 3

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ATTACHMENT NO. 1 TO ADDENDUM NO. 3**

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>BASE BID – EAST CENTRAL MULTI-PURPOSE ARENA</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Mobilization/Demobilization	LS	1		
2	Silt Fence	LF	570		
3	Clearing and Grubbing	AC	2.8		
4	Building Foundation (including excavation, concrete, reinforcement, backfill with approved native material)	LS	1		
5	Metal Building	LS	1		
6	Concrete Slab (including concrete, reinforcement, select fill, and all earthwork as specified at and around the slab)	LS	1		
7	Compacted Select Fill	CYD	450		
8	Seeding	LS	1		
<b>TOTAL BID PRICE (TO BE READ ALOUD):</b>					

The Owner reserves the right to award a Contract for the BASE BID and any Alternate(s) to the lowest, responsible, responsive, qualified bidder. The Owner will adjust the final contract amount by utilizing any combination of Alternates to adjust the scope of work for the available funds for the project.

5.02 Bidder(s) being considered for award may be required to provide a further detailed breakdown of the work within 72 hours following receipt of the request from the Owner. Refer to Section SUBMITTALS DURING CONSTRUCTION of Division 1, GENERAL REQUIREMENTS. The price breakdown shall be fairly apportioned to the items listed. If so requested, the Bidder shall substantiate any price or prices with additional detailed price breakdown.

**ATTACHMENT NO. 1 TO ADDENDUM NO. 3**

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days included in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Submittals required under this Contract that would affect the start of actual construction can be submitted by the Engineer/Contractor any time after the Owner issued the Notice of Award, notwithstanding the fact that the Contract has not been executed nor the Notice-To-Proceed issued. Notwithstanding the Engineer/Contractor's right to make early submittals, no cause for a delay or time extension shall arise under the Contract unless the owner fails to respond to such submittals within 20 days after issuance of the Notice-to-Proceed and the delay impacts the Contract completion date. The time for completion of this Contract shall begin on the day the Notice-to-Proceed is issued by the Owner.
- 6.04 In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate per calendar day as stated in the Contract until the work shall have been satisfactorily completed as provided by the Contract Documents.
- 6.05 Calculations for the specified liquidated damage amounts are on the file with the Engineer and available for review upon request.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security in the form of Bid Bond, Section 00430.
  - B. Attach evidence of authority to sign.
  - C. List of Proposed Subcontractors, Section 00437. Include Subcontractor's Certificate of Responsibility Number if their value of Work is equal to or greater than \$50,000.
  - D. List of Project References, Section 00438.

**ARTICLE 8 – DEFINED TERMS**

- 8.01 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.

ATTACHMENT NO. 1 TO ADDENDUM NO. 3

ARTICLE 9 – BIDDER’S SIGNATURE AND SWORN STATEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**BIDDER**

9.01 The name of the bidder submitting this proposal is:

\_\_\_\_\_

Headquarters Address:

\_\_\_\_\_ Street

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Phone Fax

\_\_\_\_\_ Email

Local Mailing Address (if different than above):

\_\_\_\_\_ Street

\_\_\_\_\_ City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

\_\_\_\_\_ Name Street or P.O. Box

\_\_\_\_\_ City State Zip

Attention: \_\_\_\_\_

Name Title

Submitted on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_ . (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual’s signature)*

Doing business as: \_\_\_\_\_

ATTACHMENT NO. 1 TO ADDENDUM NO. 3

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

First Partner Name (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

Second Partner Name (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Date of Qualification to do business in \_\_\_\_\_ *[State Where Project is Located]* is  
\_\_\_\_\\_\_\_\_\\_\_\_\_.



ATTACHMENT NO. 1 TO ADDENDUM NO. 3

A Joint Venture

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of second joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public – State of \_\_\_\_\_.

My Commission expires \_\_\_\_\_ (Notary Seal).