



April 17, 2025  
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*Op 4-17-2025*  
*Jeff Spohn*

FROM: Jeff Spohn  
Director of Procurement  
812 464-1982  
812 461-5275 Fax

SUBJECT: 26-S1-10001-03140  
Rice Library STEM Lab Renovation 2025  
Due: 5-6-25 / 2PM / Local Time

Addendum #1

This addendum forms a part of and modifies bidding requirements that pertains to the above-mentioned project.

All bidders shall acknowledge receipt of this addendum on the bid proposal form.

JS/bw

**Procurement**

8600 University Boulevard • Evansville, Indiana 47712 • (812) 464-1847 • FAX (812) 461-5275

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## ADDENDUM

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Project:	Rice Library: STEM Lab Renovation 2025 University of Southern Indiana Evansville, Indiana	Addendum No.:	001
		Date:	April 17, 2025
Owner:	University of Southern Indiana 8600 University Blvd. Evansville, Indiana 47712	Project Number:	2501-123
		Contract for:	All Disciplines

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The original specifications and drawings dated March 2025 for the project noted above are amended as noted in this Addendum Number 001. Receipt of this addendum and any subsequent addenda must be acknowledged on the final bid documents. This addendum consists of One (1) item(s) and One (1) attachment(s).

- 1-1 Supplemental Instructions to Bidders: Replace Supplemental Instructions to Bidders with attached revised Supplemental Instructions to Bidders.

Attachments: Supplemental Instructions to Bidders

By: Jack Faber

CC:

## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The following supplements modify Section 00100 "Instructions to Bidders" and Division 0 & 1 bound herein. Where a portion of these documents are modified or deleted by these Supplementary Instructions, the unaltered portions of the referenced documents shall remain in effect. In the event a discrepancy occurs, communication with the Owner and Architect is required to resolve the conflicting language.

- A. USE OF SEPARATE BID FORMS: Separate copies of bid forms as outlined in these instructions or included in the contract documents shall be filled out, and when properly executed, shall be attached to and become a part of the contract documents.
- B. INTERPRETATIONS OF ADDENDA: No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to Jack Faber at Hafer, Suite 800, 21 Southeast Third Street, Evansville, Indiana 47708. Any inquiry received seven or more days prior to the date fixed for opening of the bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents and, when issued, shall be on file in the office of the Purchasing Department at least five days before bids are opened. In addition, all addenda will be mailed to those holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract, and all bidders shall be bound by such addenda, whether or not received by the bidders.
- C. INSPECTION OF SITE: Each bidder should visit the site of the proposed work and be fully acquainted with the existing conditions there relating to construction and labor, and should be fully informed as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and be familiar with the drawings, specifications and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to contractor's failure to receive or examine any form or legal instrument or to visit the site and be acquainted with the conditions there existing.
- D. BIDS:
  - 1. All bids must be submitted on State Board of Accounts Form 96 (Revised, 2013) and shall be subject to all requirements of the contract documents, including drawings, and these General Instructions to Bidders. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.
  - 2. Bid documents including the bid, the non-collusion affidavit, and the standard questionnaire and financial statement for bidders shall be enclosed in a sealed envelope which shall be clearly labeled as follows:

BID FOR:           Rice Library: STEM Lab Renovation 2025  
                          University of Southern Indiana  
                          Evansville, Indiana

SPECIFICATION NO: 26-S1-10001-03140  
Architect's Project No.: 2501-123

3. Each bid shall include the following information:

<u>Principals</u>	<u>Firm</u>
Name	Name
Social Security Number	Treasury Number
Home address, including	Address, including
City, State & Zip Code	City, State & Zip Code

- E. COLLUSIVE AGREEMENTS: Each bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit to the effect that the bidder has not colluded with any other person, firm or corporation in regard to any bid submitted.
- F. CORRECTIONS: Erasures, alterations or other changes in the bids may not be allowed and may be cause for disqualification.
- G. TIME FOR RECEIVING BIDS: Bids received prior to the advertised hour of opening will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.
- H. WITHDRAWAL OF BIDS: Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing its bid in accordance with the foregoing conditions will be returned promptly. No bidder shall modify, withdraw or cancel bid or any part thereof for a period of ten (10) days after the time designated for the receipt of bids.
- I. INSURANCE REQUIREMENTS:
1. For all insurance requirements:
- a. Refer to General Instructions to Bidder's Section I: Insurance Requirements, Item I.
- J. METHOD OF AWARD: The university reserves the right to reject any or all bids and shall award the bid to the lowest, qualified and responsible bidder on a total proposal basis; providing the bid(s) do not exceed funds available to finance the project and the awards are not contrary to the best interests of USI. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed along with the quality displayed in the samples submitted.
- K. WAGES AND SALARIES:

1. The rates of pay set forth are the minimal to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates. The latest wage determination shall be included as part of the bid documents and shall be attached to the agreement.
- L. QUALIFICATION OF BIDDERS: The owner reserves the right to make investigations of the bidder as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the owner all such information and data for such purposes as the owner may request. The owner reserves the right to reject any bid if the evidence submitted or the investigation shows that such bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- M. PERMITS – LICENSES: Successful bidders shall give to the proper authorities all notices required by law, obtain all official permits, licenses, etc. and pay any and all proper and legal fees as may be necessary for the due and faithful performance of the work, and which may arise incidental to the fulfilling of these specifications.
- N. ADDITIONAL CONDITIONS:
1. Laws and regulations: The bidder's attention is directed to the fact that all applicable national and state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written in full.
  2. If the drawings and specifications are at variance therewith, the contractor shall notify the owner before proceeding with the work and the value of any necessary changes in materials or construction shall be adjusted under methods hereinbefore stated. If any part of the contractor's work shall be done contrary to such laws, ordinance, rules and regulations without such notice, the contractor shall bear all costs arising therefrom.
  3. Examinations of Site, Drawings, Etc.: Each bidder shall visit the site of the proposed work and be fully acquainted with the conditions affecting the work under contract. Bidder shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to examine any form, addendum, or other documents or fail to visit the site and be acquainted with conditions there existing shall in no way relieve any bidder from any obligation with respect to the bid or to the contract.
  4. Utilities: The university's utilities at the site, such as water, electricity, etc., will be available to the contractor without charge except telephone. Contractors using utilities shall assume responsibility for the cost of conveying such utilities to the point or points of use. Each prime contractor shall also assume responsibility for the cost of utilities required beyond those on the site and/or where present utilities are inadequate.
  5. Removal of Debris: All debris shall be removed from the site daily and premises left clean at the end of each day's work.
- O. SAFETY: The contractor shall comply with all Occupational Safety and Health Acts of 1970 regulations and standards.

- P. DELIVERY AND INSTALLATION DATES: Each bidder shall state on its bid the earliest possible date the project can begin and how many calendar days it will take to complete the project after receipt of Notice to Proceed. All work to be completed on a time schedule consistent with their bid and within the Guideline Schedule.
- Q. INSPECTION: At the conclusion of the entire work encompassed in this contract, written notice requesting inspection shall be submitted to the Owner at least ten (10) days prior to the anticipated inspection date.
- R. SHOP DRAWINGS:
1. The successful bidder shall submit digital files of shop drawings on all materials, devices and components which detail materials used, engineering data, wiring diagrams, parts list, maintenance procedures and other pertinent data. These shop drawings must be submitted for approval by the owner prior to their installation.
- S. WARRANTIES / GUARANTEES:
1. The successful bidder shall warrantee all materials, equipment and installation against defects for a period of one (1) year from date of acceptance of the work. Any defects found shall be promptly repaired by the contractor at no cost to the owner.
- T. PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to furnish performance and payment bonds for one hundred percent (100%) of their contract amount prior to execution of the contract per IC 5-16-5.5 and the surety shall not be released until the expiration of one (1) year after the final settlement with the contractor as per IC 5-16-5.5-4.
- U. PAYMENT AND FINAL ACCEPTANCE:
1. At the conclusion of project and satisfactory inspection by the owner, the work shall be acceptable for payment of the total contract amount.
  2. If progress payments are requested by the contractor and accepted by the University, contracts which exceed one hundred thousand dollars (\$100,000) will be subject to the provisions of an escrow agreement to be issued by the university pursuant to IC 5-16-5.5.
  3. The final payment shall constitute the acceptance of the work by the Owner, except as to work thereafter found to be defective. The date of such payment shall be regarded as the date of acceptance of the work.
  4. Before issuance of the final payment, the contractor shall furnish an affidavit as evidence that there are no claims on account of the contract, outstanding liens or claims for materials furnished or labor performed on the work.
- V. Submit the name, address and telephone number of the person to contact regarding any questions arising from this bid proposal with your bid.
- W. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES. To comply with provisions of IC-5-16-1-5, the Procurement Department has adopted the following statement:

“The University of Southern Indiana has established a goal for projects awarded under provisions of the Indiana Code pertaining to public works that 5% of all such contracts awarded be issued to Minority Business Enterprises and that 5% of all such contracts awarded be issued to Women Owned Business Enterprises as defined in IC 5-16-16.5.”

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS