

BIDDING AND CONTRACT DOCUMENTS
ADDENDUM NO. 1

DATE: May 24, 2024

Hurst-Rosche, Inc.
1101 Kermit Drive, Suite 620
Nashville, Tennessee 37217

TO: PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 TO THE BIDDING DOCUMENTS FOR

Montgomery Bell State Park Four Mile Creek Campground Renovation
Montgomery Bell State Park
Burns, Dickson County, Tennessee
SBC No. 126/054-01-2022

This addendum forms a part of the bidding and contract documents and modifies the bidding documents dated April 24, 2024. Acknowledge receipt of this addendum in space provided on Bid Form.

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PROJECT MANUAL

- 1. Updated Section **00 41 13** (Bid Form)
 - a. Revise Section B.
 - i. Subsection 5.

Change:

Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day.

Phase	Commencement	Contract Time	Liq. Damages
All	Notice to Proceed for all Work	365 Days	\$ 250 Per Day

To:

Achieve Substantial Completion of the Work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each; and accept the conditions for Liquidated Damages in the amount set forth for each, wholly and severally for the Work and each Phase:

Phase	Commencement	Contract Time	Liq. Damages
1	Notice to Proceed for Phase 1	115 Days	\$ 250 Per Day
2	Notice to Proceed for Phase 2	300 Days	\$ 250 Per Day

- 2. Updated Section **01 10 00** (Summary)
 - a. Revise Section 1.5 GENERAL PROVISIONS
 - i. Subsection A.

Change: "It is the responsibility of each contractor..."

To: “It is the responsibility of the contractor...”

- ii. Subsection D (Bid Set April 24, 2024).

Remove: “In any court proceeding or other action brought by one party against the other to enforce or interpret the terms of the contract agreement or resolve any dispute concerning any part of the services, the party prevailing in such a proceeding or action shall be entitled, in addition to such other relief the court or arbitrators may grant to an award of its costs incurred in connection with the proceedings, including reasonable fees and disbursement of its attorneys.”

- iii. Subsection D (Addendum No. 1 Set May 24, 2024).

Change: “Each Contractor...”

To: “Contractor...”

- iv. Subsection F (Addendum No. 1 Set May 24, 2024).

Change: “Each Contractor...”

To: “Contractor...”

- v. Subsection G (Addendum No. 1 Set May 24, 2024).

Change: “Each Contractor...”

To: “Contractor...”

Change: “...shall be the responsibility of the bidding Contractor.”

To: “...shall be the responsibility of the Contractor.”

- vi. Subsection H (Addendum No. 1 Set May 24, 2024).

Change: “...the contractual obligation of the respective contractors...”

To: “...the contractual obligation of the Contractor...”

- vii. Subsection I (Addendum No. 1 Set May 24, 2024).

Change: “Each Contractor...”

To: “Contractor...”

- viii. Subsection K (Bid Set April 24, 2024).

Remove: “In the case of authorized extra work, each Contractor must provide a daily work order for approval by the Designer. Failure to provide such tickets

may result in the contractor performing such work at its own risk for no additional cost.”

- ix. Subsection J (Addendum No. 1 Set May 24, 2024).

Change: “...and be inclusive in the respective contractor’s bid.”

To: “...and be inclusive in the contractor’s bid.”

- x. Subsection N (Bid Set April 24, 2024).

Remove: “The Owner shall obtain and pay for the State Fire Marshals approval.”

- b. Revise Section 1.7 WORK SEQUENCE

- i. Subsection A.

Change: “Notice To Proceed to be issued to provide time for submittal process and material ordering/assembling. Commencement of construction on site to begin November 1st, 2024.”

To: “Sequence of work will proceed in order of 2 phases:

1. Phase 1: Obtaining and reviewing of product documents, testing, submittals, and procurement of all work related items.
2. Phase 2: Commencement of construction on site to begin on or around Monday, November 4th, 2024.”

- c. Revise Section 1.9 CONTRACTOR’S DUTIES

- i. Subsection B (Bid Set April 24, 2024).

Remove: “B. Owner is exempt from sales tax on product permanently incorporated in work.

1. Obtain sales tax exemption certificate number from Owner.
2. Place exemption certificate number on invoices for materials incorporated in work.
3. Upon completion of work, file with Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt and furnish copies of invoice to Owner.
4. Pay legally assessed penalties for improper use of exemption certificate number”

This addendum **DOES NOT** alter the previously published bid due date of **July 10th, 2024, 02:00 pm, at Central Procurement Office, located at William R. Snodgrass Tennessee Tower, 3rd Floor, Nashville, TN 37243-1102.**

Respectfully submitted,

HURST-ROSCHÉ, INC.

Alex Grenhoff
Project Manager



05/24/2024

DATE

03/31/2025

LICENSE EXPIRES

ADDENDUM NO. 1 RECEIVED BY:

Authorized Representative

Company Name

Date

BID TO: STATE OF TENNESSEE

For the Project Titled: Montgomery Bell State Park Four Mile Creek Campground Renovation
Montgomery Bell State Park
Burns, Dickson County, Tennessee
SBC Project No. 126/054-01-2022

A. The Bidder acknowledges in submitting this bid that:

- 1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
- 2. Information Available to Bidders, identified in **003000** series documents in the Bidding Requirements, were prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
- 3. Contractors and Subcontractors that have been disqualified from participating in State Building Commission projects have not been included in this bid, and will not be allowed to perform work under the contract that may result.
- 4. This Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
- 5. The required Bid Security, in the amount of 5% of the total amount bid, is attached hereto.
- 6. The required Drug Free Workplace affidavit is completed and attached hereto
- 7. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
- 8. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
- 9. This Bidder's status, as required by State Building Commission Policy and Procedures, is:

_____ The Bidder and/or any of the Bidder's employees, agents, independent
(True or False) contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled no lo contendre to any contract crime involving a public contract.

10. This Bidder's status, as required by State Building Commission Policy and Procedures, is:

_____ Bidder is a "Certified Diversity or Disadvantaged Business Enterprise," Women
(Yes or No) Business Enterprise, Small Business Enterprise, Minority Business Enterprise, or Service-Disabled Veteran Business Enterprise per TCA §12-3-1102.

If "Yes", then check the applicable Box and name the Certifying Agency.

- Woman Business Enterprise
- Small Business Enterprise
- Minority Business Enterprise
- Service-Disabled Veteran Business Enterprise
- Persons with Disabilities

Certifying Agency: _____

11. This Bidder has received the following addenda:

Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

For the Project Titled: Montgomery Bell State Park Four Mile Creek Campground Renovation
 Montgomery Bell State Park
 Burns, Dickson County, Tennessee
 SBC Project No. 126/054-01-2022

B. This Bidder agrees to:

1. Honor this bid for a period of sixty days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance, bonds, and other documents related to the contract as required by the Bidding Documents.
3. If required by the Bidding Documents, furnish Three-Year Roof Bond in the amount of:
 \$46,494.00
4. Accomplish the Work in accordance with the Contract Documents.
5. Achieve Substantial Completion of the Work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each; and accept the conditions for Liquidated Damages in the amount set forth for each, wholly and severally for the Work and each Phase:

Phase	Commencement	Contract Time	Liq. Damages
1	Notice to Proceed for Phase 1	115 Days	\$ 250 Per Day
2	Notice to Proceed for Phase 2	300 Days	\$ 250 Per Day

6. Complete the Work of the Base Bid for this project for the lump sum of:

Base Bid:

_____ And _____ / 100ths Dollars
 (Amount shown in both words and figures) \$ _____

7. Include work of the following alternates as specified (See Section **01 23 00**) for the additional amounts listed:

Alternate 1: Playground Accessibility Upgrade

_____ And _____ / 100ths Dollars
 (Amount shown in both words and figures) \$ _____

Alternate 2: Composite Tent Platforms

_____ And _____ / 100ths Dollars
 (Amount shown in both words and figures) \$ _____

Alternate 3: Timber Border Around Campsites

_____ And _____ / 100ths Dollars
 (Amount shown in both words and figures) \$ _____

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Montgomery Bell State Park
Burns, Dickson County, Tennessee
SBC Project No. 126/054-01-2022

C. This Bidder's legal entity status, as required to correctly draft the contract, is:

The Bidder is a corporation

_____ (Yes or No)

If "No" then check the applicable box below

- Sole Proprietorship
- Partnership
- Limited Partnership
- Limited Liability Company *(if this box is checked, then check applicable below)*
 - Member Managed
 - Manager Managed
 - Director Managed
 - Board Managed

This bid submitted by:

By submission of this bid, each bidder and each person signing on behalf of any bidders certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA §12-12-106.

Please note that the information below should be legible as your contract package will be drafted using the information provided.

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Company Legal Entity Name

Federal Employer Identification Number (EIN) _____

Edison ID No. *(if known)* _____

Address _____
(Street & Mailing Address)

Telephone No. _____

Email _____

Please list the appropriate recipient of Contract Package at your company:

Printed Name _____ Title: _____

Telephone No. _____

Email _____

00 41 13

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Information
- B. Contract Description.
- C. Description of Work
- D. General Provisions
- E. Contractor's Use of Site and Premises.
- F. Work Sequence.
- G. Owner Occupancy
- H. Contractor's Duties.

1.2 PROJECT INFORMATION

- A. PROJECT:
Montgomery Bell State Park Four Mile Creek Campground Renovation
Montgomery Bell State Park
Burns, Dickson County, Tennessee
SBC No: 126/054-01-2022
- B. OWNER:
STATE OF TENNESSEE,
Department of General Services for
Department of Environment & Conservation
- C. DESIGNER:
Hurst-Rosche, Inc.
1101 Kermit Drive,
Suite 620
Nashville, TN 37217
Designer's Representative: David Pool

1.3 CONTRACT DESCRIPTION

- A. The project will be constructed under one (1) bid package. The bid package includes furnishing all labor, material and equipment required to complete the work summarized in the following listed scope of work. All work shall be performed in accordance with plans and specifications prepared by Hurst-Rosche, Inc. The Contractor shall review all drawings and specifications to verify and confirm the work involved in the bid package. Drawings and specifications are to be used as a whole, do not rely on select drawings and specifications.

1.4 DESCRIPTION OF WORK

- A. This project includes, the replacement of one existing bathhouse #2

with a new bathhouse; renovations to the existing bathhouses designated #1 & #3. Provide campsites with sewer hook-ups and electrical pedestals to provide 50/30/20 amp service; replace all water lines and hydrants; expand and resurface all campsite pads to accommodate modern, larger recreational vehicles; reconfigure selected campsites to include pull through campsites; renovate the dump station area; provide new campsite furnishings, and provide Americans with Disabilities Act compliance. Site work shall include all excavations, resurfacing, and site drainage. New Check-in / camp store building to be constructed near entrance. Existing Check-in building to be renovated into laundry facilities. New main entrance signage and all other associated campground signage indicated on plans.

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1.5 GENERAL PROVISIONS

A. The Contractor agrees, in the performance of their work, to observe and comply with all applicable federal, state and local safety rules and regulations including, but not limited to, the Occupational Safety and Health Administration standards. It is the responsibility of the contractor to inform and educate all personnel working on site of the aforementioned requirement and ensure that these policies are enforced each day.

B. All MSDS/HAZCOM information is to be supplied to the Designer prior to delivery of material on site.

C. All work to be governed and controlled by local, state and federal requirements for air pollution and disturbance of surrounding areas.

D. Contractor shall be represented at all required meetings.

E. Staging of stored materials, equipment, workstations and parking shall be reviewed and approved in advance by the Designer.

F. Dumpsters will be provided by the Contractor. Contractor will be responsible, at their expense, to place all debris created by their work in the provided dumpster.

G. Contractor shall be responsible for layout of their work. The Contractor will provide Designer approved staking of the building corners and a benchmark location establishing the finish floor elevation. Any re-staking and additional layouts required to complete the work of the bid package shall be the responsibility of the Contractor.

H. Technical specifications indicated as relating to the bid package shall in no way limit the contractual obligation of the Contractor to only those drawings and specifications sections listed.

I. Contractor shall be responsible to provide all traffic control signs and flagmen as it relates to their work activities. Contractor shall be responsible to provide protection for any open excavations based on OSHA standards.

J. If a contradiction in the contract documents occurs, then the most expensive interpretation shall prevail and be inclusive in the contractor's bid.

K. If the term General Contractor is found in the Contract Documents, it is understood that it refers to the individual contractor performing the work of the Bid Package.

L. The Contractor shall obtain and pay for the building permit, electrical service fees, sewer permit and water permit including any tap fees. The Designer/Owner shall participate and provide any necessary information to obtain the permits and taps. All

contractor permits, fee, patents, etc. required by state and municipal requirements shall be paid for by the contractor or subcontractors as the case may be.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. The Contractor shall limit the work area to areas shown on the Contract Documents.
- B. The Contractor shall coordinate their daily work to avoid conflicts during the construction period.
- C. Each bathhouse will be closed to the public during construction; however, the Contractor shall maintain access to all facilities for the Owner. The Owner's use of premises shall be unlimited. During the construction duration the Contractor's use of premises shall be subject to the following constraints:
 - 1. At the start of construction, the contractor shall be responsible for providing signage and roadway barricades to fully close down the campground's access to the public. Coordinate with owner on locations of road closures and signage prior to construction.
 - 2. The other normal operations of the park should not be disrupted in any way.
 - 3. Any bat boxes within the scope of work should be removed by October 1st. Check each bat box with a flashlight prior to removal to ensure no bats are occupying the structure. If bats are present in the bat houses, the contractor shall wait until night when the bats have left the bat box to remove the bat box. Consult with Tennessee Department of Environment and Conservation for any complications of bat house removal outside of what is previously described.
 - 4. Utility shutdowns must be coordinated one (1) week in advance with the Designer and Park Manager.

1.7 WORK SEQUENCE

2

- A. Sequence of work will proceed in order of 2 phases:
 - 1. Phase 1: Obtaining and reviewing of product documents, testing, submittals, and procurement of all work related items.
 - 2. Phase 2: Commencement of construction on site to begin on or around Monday, November 4th, 2024.
- B. Construct Work to accommodate Owner's occupancy requirements during the construction period, coordinate construction schedule and operations with Owner and Designer.

1.8 OWNER OCCUPANCY

- A. The Owner will have access to the premises during construction for the conduct of normal operations. Coordinate with Owner as needed.
- B. Cooperate with the Owner to minimize conflict, and to facilitate Owner's operations.

1.9 CONTRACTOR'S DUTIES

- A. Except as specifically noted, Contractor shall provide and pay for:
 - 1. All labor, materials, and equipment used for construction of and/or incorporated into the project.
 - 2. All tools, construction equipment and machinery.
 - 3. Required building permits, and all inspection fees by governmental authorities.
 - 4. Other facilities and services necessary for proper execution and complete of work.

- B. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- C. Promptly submit written notice to Designer of observed variance of contract documents from legal requirements.
 - 1. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.
 - a. Appropriate modifications to contract documents will account for/reflect necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements if written notice is not provided by the Contractor to the Designer.
- D. Enforce strict discipline and good order among employees.
- E. Do not unreasonably encumber site with materials or equipment.
- F. Do not load structure with weight that will endanger structure.
- G. Assume full responsibility for protection and safe keeping of products stored on premises.
- H. Move any stored products which interfere with operations of Owner or other Contractors.
- I. Obtain and pay for use of additional storage or work areas needed for operations.
- J. Contractor shall furnish, erect and maintain temporary ladders, ramps, or hoists as may be required for performance of his work.
 - 1. All such equipment shall be substantially designed, constructed, and maintained in accordance with applicable federal, state, and local laws, ordinances, and regulations, and shall be promptly removed when no longer needed.
- K. Contractor shall design, furnish, erect, maintain, and move all ladders and scaffolding required for this work.
 - 1. All ladders and scaffolding shall be designed, constructed, and maintained in accordance with applicable federal, state, and local law, ordinances, and regulations, and shall be promptly removed when no longer needed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION