



ADDENDUM NUMBER: ONE (1)

DATE: August 11, 2026
PROJECT: VETERANS PLAZA HVAC REPLACEMENT
DESIGNER: BRETT HARBISON, ARCHITECT
MONTGOMERY COUNTY ENGINEERING
BID OPENING: August 19, 2026 at 2:00 P.M.

TO PLANHOLDERS:

This addendum is issued to clarify, revise, and supersede information in the original Project Manual dated July 22, 2026 and is hereby made part of the contract documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Review changes to each portion of the work, as changes of one portion may affect the work of another.

SCOPE OF WORK:

1. Provide bids for Standard Efficiency units only.

CLARIFICATIONS:

1. Units 1 – 5 currently have seismic bracing installed. If the new units can be installed on the existing curbs without needing any modifications, then the bracing is to be kept. If curb adapters are needed, then the bracing is to be removed and not replaced.
2. **Trane** is the basis of design for this project. Substitutions will be acceptable, but bidders will need to submit a substitution request, per the requirements listed in Specification Section 01 25 00 Substitution Procedures. All requests will need to be received prior to 2:00 PM on Wednesday, August 12, 2026 so that they can be reviewed. All accepted manufacturers will be identified in the Addendum to be issued no later than 10:00AM on Monday, August 17, 2026.
3. Figure 3, which shows potential crane locations with days and times listed for when these areas can be used, has been added to the Scope of Work.

PROJECT MANUAL:

- 1 Instructions to Bidders:
 - 1.1. Number 14 - Execution of Agreement
 - 1.1.1. Bid Bond added to the list of required bonds.
(Replace the existing Instructions to Bidders with new issued in Addendum #1 dated 8/11/26).

OTHER REQUIREMENTS AND PROVISIONS OF THE CONTRACT DOCUMENTS REMAIN UNCHANGED.

END OF ADDENDUM NUMBER ONE

CRANE LOCATIONS:

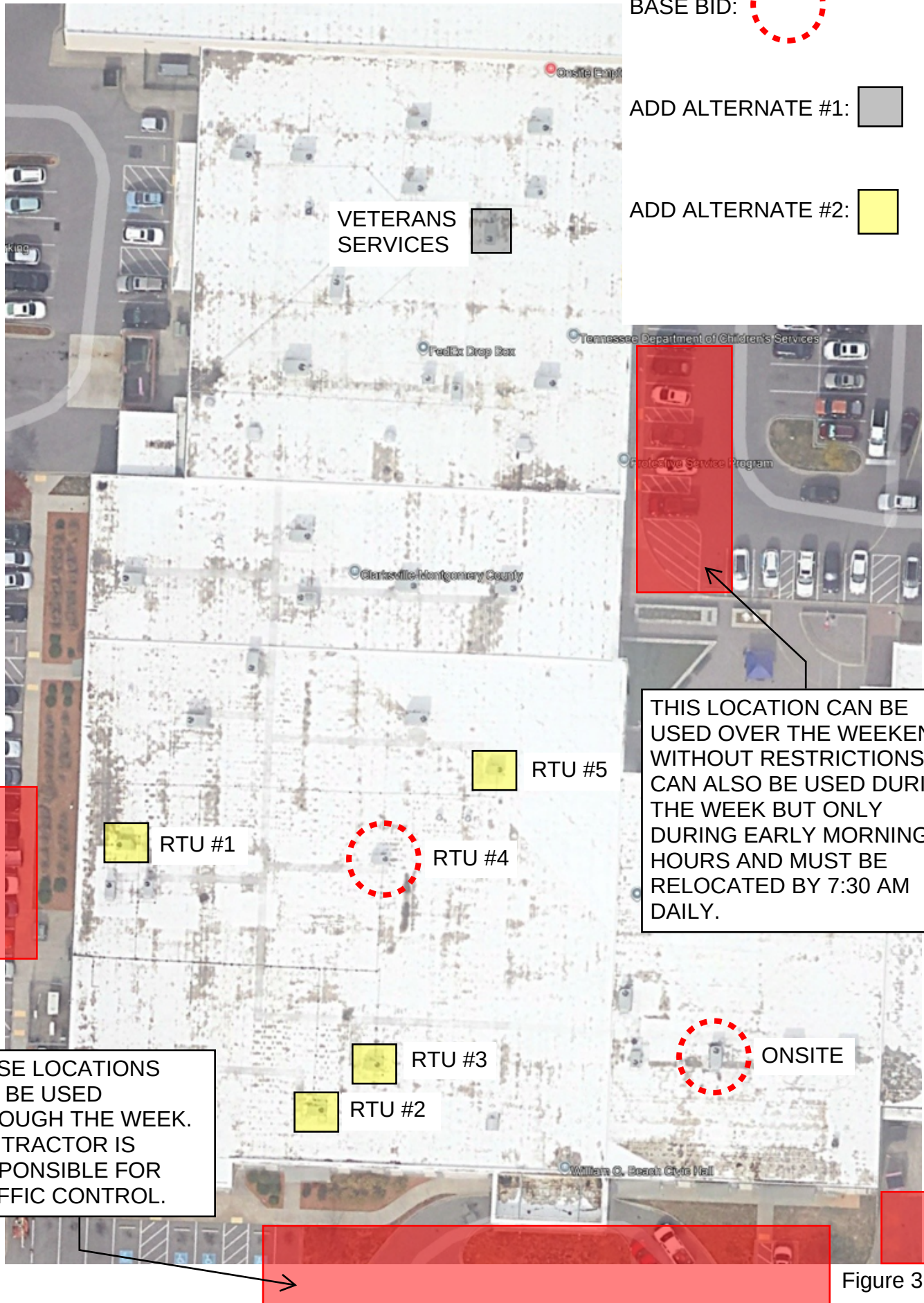
BASE BID:



ADD ALTERNATE #1:



ADD ALTERNATE #2:



THIS LOCATION CAN BE USED OVER THE WEEKEND WITHOUT RESTRICTIONS. IT CAN ALSO BE USED DURING THE WEEK BUT ONLY DURING EARLY MORNING HOURS AND MUST BE RELOCATED BY 7:30 AM DAILY.

THESE LOCATIONS CAN BE USED THROUGH THE WEEK. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL.

Figure 3

INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids**

Montgomery County Government (hereinafter called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the location and time stated in the Advertisement for Bids, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Elizabeth L. Black, Purchasing Agent, Montgomery County Purchasing, 350 Pageant Lane, Suite 101-E, Clarksville, Tennessee 37040, and designated as bid for **(Veterans Plaza HVAC Replacement)**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the bid opening.

2. **Preparation of Bid**

All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the BID form must be fully completed and executed when submitted.

Each bid must be submitted sealed in the envelope provided at the Pre-Bid Meeting or entered online into the Bonfire portal ahead of the bid opening time. The Bonfire portal can be accessed through the Montgomery County Purchasing Department’s website at <https://mcgtn.bonfirehub.com>

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and noted “**Montgomery County Veterans Plaza HVAC Replacement - BID INSIDE**”.

THE FOLLOWING FORMS ARE REQUIRED TO BE SIGNED AND SUBMITTED POST BID BY THE APPARENT LOW BIDDER:

Prime Contractor Affidavit of Non-Collusion
Drug Free Workplace Affidavit
General Indemnity
Title VI Contract Assurance Form
Iran Divestment Act Certification of Non-inclusion
Non-Boycott of Israel Act Form
Montgomery County Contractor Safety Program

3. **Subcontracts**

The bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner after verification by the state of the current eligibility status.

If work is required for Plumbing or Electrical: provide state contractor license number, expiration date, and applicable classifications for bidder and listed subcontractors except when such subcontractor’s portion of the construction project is less than \$25,000 (Including materials and labor), or in the case of masonry, less than \$100,000. For trades listed, if Bidder will perform that work with Bidder's own forces, fill in Bidder’s name as subcontractor when required based on the monetary limits listed above. Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Requirements per TCA Code 62-6-119.

4. **Bid Modification**

N/A

5. **Method of Bidding**

The Owner invites the following (Lump Sum) bid(s):

- **Veterans Plaza HVAC Replacement – BASE BID**
- **Veterans Plaza HVAC Replacement – ADD ALTERNATE #1**
- **Veterans Plaza HVAC Replacement – ADD ALTERNATE #2**

6. **Qualification of Bidder**

The Owner may make such investigations as he deems 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 this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Bidders may be asked to fill out the form furnished for that purpose, a copy of which is included in the Contract Documents, a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the Contract Documents, and his organization and equipment available for the work contemplated; and, when specifically requested by the Montgomery County Government, a detailed financial statement. The Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Agency all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Agency that the Bidder is qualified to carry out properly the terms of the Contract.

All bidders must be licensed contractors as required by the Contractor's Licensing Act of 1976, ITCA Title 62, Chapter 6. No bid will be opened unless the sealed envelope contains the license number, the date of the license expiration, and that part of his classification applying to the bid. In the case of joint ventures, this information must be provided by all parties submitting the bid.

The following is excerpted from the Law:

62-620. Notice of Requirements Given in Invitation to Bidders - Penalty. All architects and engineers preparing plans and specifications for work to be contracted in the State, or where the work to be done is located in the State, shall include in their Invitation to Bidders and in their specifications a copy of this Chapter, or such portions thereof as are deemed necessary to convey to the invited Bidder whether he is a resident of this State or not, and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of a license before his bid is considered. The expiration date, and that part of classification applying to the bid shall appear on the envelope containing the bid, otherwise the bid shall not be opened. Architects, engineers, and awarding authorities, public and private, failing to observe this section of the Chapter shall be penalized in the same manner as any person under 62-621 who accepts a bid from a person who is not licensed in accordance with the provisions of this Chapter. [Acts 1976 (Adj. S), Ch. 822,20.]

7. **Bid Security**

Each bid must be accompanied by a certified check, cashier's check, or a bid bond prepared on an acceptable Form of Bid Bond and, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid made payable to **Montgomery County Trustee**. Such checks or bid bond shall be returned to all except the three (3) lowest bidders within three (3) days after the opening of the bids, and the remaining cash, check or bid bonds shall be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of the bidder's bid. Bid Bond AIA A310-2010 is an acceptable form and is attached herein as a sample. Other bond forms created by bonding companies are also acceptable.

8. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon bidder's failure or refusal to execute and deliver the contract and bonds required within ten (10) days after bidder has received notice of the acceptance of bidder's bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with bidder's bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Owner and to fully complete (or to substantially complete for owner occupancy) the project within **60** consecutive calendar days for the BASE BID and Add Alternate 1, if selected. An additional **30** days will be added for Add Alternate 2, if selected. Bidder must agree also to pay as liquidated damages, the sum of **Five Hundred Dollars (\$500)** for each consecutive calendar day thereafter, as time is of the essence with this project.

10. Condition of Work

Each bidder must be fully informed of the conditions relating to the construction of the project and the employment of labor thereof. Failure to do so shall not relieve a successful bidder of bidder's obligation to furnish all material and labor necessary to carry out the provisions of bidder's contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods as shall not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretation

No interpretation of the meaning of the scope of work, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be e-mail to mocobids@montgomerytn.gov , engineer@montgomerytn.gov , and bhharbison@montgomerytn.gov to be given consideration must be received no later than **Thursday, August 13, 2026 @ 2:00 PM**. Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which, if issued, shall be e-mailed with return receipt requested to the address provided in the pre-bid meeting to all prospective bidders (at the respective e-mail addresses furnished for such purposes), not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under bidder's bid as submitted. All addenda so issued shall become part of the contract documents.

12. Method of Award - Lowest and Best Qualified Bidder

- A. The contract will be awarded to the responsible bidder submitting the lowest and best interest proposal complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is in the best interest of Montgomery County Government to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. Montgomery County Government, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Montgomery County Government.
- B. Montgomery County Government also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.
- C. The ability to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

13. Obligation of Bidder

At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents (including all addenda). The failure or

omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation with respect to bidder's bid.

14. Execution of Agreement: Bid, Performance and Payment Bonds (NOT required if total bid is less than \$100,00.00. If an add alternate in sequential order pushes the bid over the \$100,000 threshold, then include the cost for all bonds into that alternate so that the cost of all bonds do not get introduced into the bid unless the alternate is selected.)

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall be furnished, for execution, a contract in the form prepared in such number of counterparts as the Local Authority may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secured the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as, or a date subsequent to, the date of the contract. On each bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond. Names of sureties must appear in most current U.S. Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", and must be licensed to do business in the State of Tennessee.
- C. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Montgomery County may grant, based upon reasons determined adequate by Montgomery County, shall constitute a default; and Montgomery County may either award the contract to the next responsible bidder or readvertise the bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. If a more favorable Bid is received by readvertising, the defaulting Bidder shall have no claim against the Agency for a refund.
- D. For the purposes of this contract **Granite RE, Inc** will NOT be an approved Surety Company. Any bidder submitting any bond with this company will be required to resubmit the required bonds with another Surety at no additional cost to the owner.
- E. Performance and Payment Bonds AIA A312-2010 are acceptable and are attached herein as samples.

15. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications that deal with the following.

- a. Inspection and testing of materials
- b. Insurance requirements
- c. As-built/Record drawings of record

17. Laws and Regulations

The bidder's attention is directed to the fact that all applicable 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 out in full.

18. Preconstruction Conference

Attention to Bidders is particularly called to the preconstruction conference that will be held with the successful Bidder prior to the issuance of a Notice to Proceed. This conference will cover contract provisions pertaining to Labor Standards and Related Requirements, Equal Employment Opportunity Obligations, work schedule, and any other item related to the Contract.

19. Equal Employment Opportunity Clause and Title VI

TITLE VI

The Government of Montgomery County prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with Montgomery County on the basis of non-merit reasons.

To file a complaint of discrimination, write or call:

Title VI Coordinator/Diversity Trainer
1 Millennium Plaza
Clarksville, TN 37040
(931) 648-5715

20. Bid Documents:

The Owner will supply electronic PDF documents to the contractor for no charge. The Owner, Architect, and Consultants assumes no responsibility for printing errors and/or omissions arising from partial set orders. An annotated PDF shall be returned to the Owner at the completion of the project as an As-Built record set. All information on this project is provided in these Bid Documents.