

709 New Salem Highway ♦ P.O. Box 249 ♦ Murfreesboro, Tennessee 37133-0249
Telephone 615-893-7225

INSTRUCTIONS TO BIDDERS

PROJECT #22014.ID
CONSOLIDATED UTILITY DISTRICT
PHASE TWO RENOVATION - DATED SEPT. 12, 2022



4030 Armory Oaks Drive
Nashville, TN 37204
615.833.8716

TABLE OF ARTICLES

Article 1 - Copies of Bidding Documents.....	2
Article 2 - Qualifications of Bidders	2
Article 3 - Examination of Bidding Documents, Other Related Data, and Site	2
Article 4 - General Information	3
Article 5 - Interpretations and Addenda	3
Article 6 - Contract Times	3
Article 7 - Liquidated Damages	4
Article 8 - Preparation of Bid	4
Article 9 - Submittal of Bid	4
Article 10 - Modification and Withdrawal of Bid	5
Article 11 - Opening of Bids	5
Article 12 - Bids to Remain Subject to Acceptance	5
Article 13 - Evaluation of Bids and Award of Contract	5

ARTICLE 1 - COPIES OF BIDDING DOCUMENTS

- 1.01 Complete sets of the Contract Documents may be obtained electronically at www.southeastventure.com/consolidatedutilitydistrict
- 1.02 Paper copies of contract documents (plans and project manual) may be obtained from Lellyett and Rogers, Nashville Office at the Bidder's expense — 615.316.0780 or lr@landrco.com
- 1.03 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Architect (SVD) assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 1.04 Owner and SVD in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 2 - QUALIFICATIONS OF BIDDERS

- 2.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous commercial renovation experience, present commitments, and such other data as may be called for.

ARTICLE 3 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 3.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. Attend the MANDATORY Site Visit and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. The Site Visit will be held at 1:30pm on September 29, 2022. Each Bidder will be limited to a group of four people. Bidders who do not attend the Site Visit will be disqualified;
 - C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Correlate the information known to Bidder, information and observations obtained from the visit to the Site, drawings identified in the Bidding Documents, and all additional examinations, investigations, and data with the Bidding Documents;
 - E. Promptly give Southeast Venture Design (SVD) written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by SVD is acceptable to Bidder;
 - F. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 3.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the

Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given SVD written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by SVD are acceptable to Bidder and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 4 - GENERAL INFORMATION

- 4.01** No pre-bid Conference will be held. A MANDATORY, pre-bid Site Visit will be held on September 29, 2022 at 1:30pm. Bidders will be limited to a group of four people.
- 4.02** General Contractor is responsible for the building permit fee.
- 4.03** CUD will provide for a construction office in one of the buildings - TBD.
- 4.04** Construction crews may use restrooms in any of the buildings.
- 4.05** CUD will provide outdoor areas for Contractor's temporary dumpster and construction material storage. A map is included in the Bid Documents to illustrate location.
- 4.06** Work that needs to be done after business hours or on weekends must be scheduled with CUD a minimum of 5 days prior to work commencing.
- 4.07** A payment bond and performance bond (AIA Document A312) will be required if awarded the bid.

ARTICLE 5 - INTERPRETATIONS AND ADDENDA

- 5.01** All questions about the meaning or intent of the Bidding Documents are to be submitted to SVD by email. Interpretations or clarifications considered necessary by SVD in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by SVD as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.02** Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or SVD.
- 5.03** Questions should be emailed to:

Monika Whittenburg - mwhittenburg@southeastventure.com
Ginny Caldwell - gcaldwell@southeastventure.com

ARTICLE 6 - CONTRACT TIMES

- 6.01** The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 7 - LIQUIDATED DAMAGES

- 7.01** The AIA Agreement to be executed between the Owner and the Contractor will include language concerning liquidated damages. In summary, they will consist of **\$750.00 for each day** that the project exceeds the Substantial Completion deadline and **\$500.00 for each day** the project exceeds the Final Completion deadline. Owner agrees to negotiate changes to the Contract Time with the Contractor as applicable and in good faith.

ARTICLE 8 - PREPARATION OF BID

- 8.01** The Bid form is included with the Bidding Documents.
- 8.02** All blanks on the Bid form shall be completed and the Bid signed in ink.
- 8.03** A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporation business address and state of incorporation shall be provided on the Bid Form.
- 8.04** A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.
- 8.05** A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.
- 8.06** All names shall be typed or printed in ink below the signatures.
- 8.07** The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 8.08** The address, email, and telephone number for communication regarding the Bid shall be shown.
- 8.09** The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall be shown on the Bid Form.

ARTICLE 9 - SUBMITTAL OF BID

- 9.01** With each copy of the Bidding Documents, a bidder will be emailed the Bid Form. The Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.
- 9.02** A Bid shall be submitted no later than 10:30am CST on November 1, 2022 by email to [bidproposals@cudrc.com](mailto:bidproposals@ cudrc.com) **OR** by physical delivery at the offices of Consolidated Utility District

Attn: Kristy Koostra
Consolidated Utility District
709 New Salem Highway
Murfreesboro, TN 37219

The Bid shall be enclosed in an opaque sealed envelope plainly marked with the Project title, "Phase 2 Renovation 2022" and the name and address of Bidder. The Bid shall be accompanied by all required documents. If a Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using a mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated above. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID

- 10.01** A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 10.02** If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 11 - OPENING OF BIDS

- 11.01** Bids will be opened at the time and place as noted in 10.02. Unless obviously non-responsive, Bids will be read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 12 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 12.01** All Bids will remain subject to acceptance for the period of time state in the Bid Form.

ARTICLE 13 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 13.01** Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 13.02** More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable ground for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 13.03** In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 13.04** In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided

in the Supplementary conditions.

- 13.05** Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 13.06** If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid conforming with all material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered.