

ADDENDUM NO. 2**TVA 2023 InvestPrep/2023 Round 1 TNECD Site Development Grant – Timberlake Industrial Park****for****Henderson County, Tennessee****June 21, 2024**

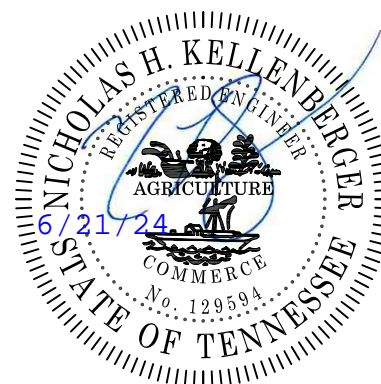
THIS ADDENDUM IS ISSUED TO CLARIFY QUESTIONS RAISED BY BIDDERS AND TO MAKE MODIFICATIONS TO THE SPECIFICATIONS, PLANS, AND BID DOCUMENTS FOR THIS PROJECT. THE FOLLOWING CHANGES WILL BECOME A PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

SPECIFICATIONS:

1. This addendum contains no changes to the plans or specifications. However, it is critical to have an official plan holders list for communication between potential bidders and engineer and owner. To that end, a Header stating "Addendum No. 2" has been added to the Bid Bond, Bid Form, Drug-free Workplace Affidavit, Statement of Compliance Illegal Immigrants, Iran Divestment Act, and Non-boycott of Israel Certification. Only Bids including the mentioned header will be considered. The revised Bid Documents have a watermark on them. To be an official planholder of record, the bidder must submit a \$50 payment to receive the bid documents with the watermark removed.

ATTACHMENTS:

Bid Bond
Bid Form
Drug-Free Workplace Affidavit
Statement of Compliance Certificate Illegal Immigrants
Iran Divestment Act
Non-Boycott of Israel Certification

***THIS ADDENDUM CONSISTS OF NINE (9) PAGES***

ADDENDUM 2

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and _____ as

Surety, are hereby held and firmly bound unto _____

as Owner in the penal sum of _____ for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid, attached hereto and hereby made a

part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

TO BID GENERAL CONTRACTORS MUST OBTAIN BID DOCUMENTS FROM ENGINEER

The surety for value received, hereby stipulates the agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

(Principal) (L.S.)

(Surety)

SEAL

By: _____

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ADDENDUM 2

BID FOR LUMP SUM CONTRACTS

Place _____

Date _____

Project No. _____

Proposal of _____ (hereinafter called "Bidder") a
(a corporation) (a partnership) (an individual doing business as _____)

STRIKE OUT INAPPLICABLE TERMS

To Henderson County, Tennessee

(hereinafter called "OWNER")

Dear Sir or Madam:

The Bidder, in compliance with your invitation for bids for the construction of TVA 2023 InvestPrep / 2023 Round 1 TNECD Site Development Grant - Timberlake Industrial Park,

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

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BASE PROPOSAL: Bidder agrees to perform all of the _____
work described in the specifications and shown on the plans for the sum
_____ (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Additive Alternates : \$

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar ays after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of:

_____ (\$_____)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____
(Signature)

(SEAL – if bid is by a corporation)

(Title)

(Business Address & Zip Code)

TO BID GENERAL CONTRACTORS MUST OBTAIN BID DOCUMENTS FROM ENGINEER

ADDENDUM 2

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of

_____, an employer of five (5) or more employees contracting with _____ government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__.

Notary Public

My commission expires: _____

ADDENDUM 2

IRAN DIVESTMENT ACT

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No.

817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto 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 T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

Date		Signature of
	Bidder	
		Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City/County of** _____ may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The **City/County of** _____ makes a determination that the goods or services _____ are necessary for the **City/County of** _____ to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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ADDENDUM 2

NON-BOYCOTT OF ISRAEL CERTIFICATION

In its 2022 session, the General Assembly enacted Public Chapter 775 (the Act) which prohibits a public entity from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This certification must be included in any agreement with a contractor when the total potential value of the agreement is \$250,000 or greater or when the contractor has 10 or more employees.

Boycott of Israel means “engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- (A) In compliance with, or adherence to, calls for a boycott of Israel; or
- (B) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

The effective date of this Act is July 1, 2022. Therefore, any agreement dated July 2, 2022, or later which is covered by the Act must have this written certification in it. The penalty for failing to have this written certification in the agreement is harsh. The Act provides that a covered agreement which does not have this written certification is void.

CERTIFICATION:

The Contractor certifies that it is not currently engaged in, and covenants that it will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Title

Date