

**April 19, 2016**

**ADDENDUM #2**

**IFB 16-15 TOWN HALL ROOF REPLACEMENT**

**\*\*\*\*\*ATTENTION BIDDERS\*\*\*\*\***

(To be completed and returned with bid response)

Questions from the Pre-Bid Meeting held on April 12, 2016 at 2:00 PM

1. Q: Is there lead paint on the cupola?  
A: *Unknown*
2. Q: What is the completion date?  
A: *Sixty (60) days from Notice to Proceed*
3. Q: Is the decking plywood?  
A: *Yes*
4. Q: Is there a warranty required on materials other than EcoStar products?  
A: *Yes, any applicable manufacturer's warranty shall apply.*
5. Q: Where can material be stored and where can a dumpster be placed?  
A: *The Town will work this out with the contractor after award.*
6. Q: Is there existing lightning protection on the roof?  
A: *No*
7. Q: Is there power to the HVAC fans on the roof?  
A: *No. Fans are powered within the attic.*
8. Q: Specifications call for copper flashing. Is this mill finish or lead coated copper, and is it 16 oz. or 20 oz.?  
A: *Lead coated copper, 20 oz.*
9. Q: On page 15 of the specifications, #50. Please confirm Professional Liability insurance is required.  
A: *All insurance listed in the specifications is required.*
10. Q: EcoStar says that the Class A Majestic slate in Federal Gray is no longer being produced.  
A: *We are specifying the Class C slate in Federal Gray, and it is available.*
11. Q: Specify exposure of the slate.  
A: *6-inch exposure*
12. Q: It appears that since we are repairing the wood in the built in gutter troughs, that we will also be re-lining them. What is the copper type and weight to replace these liners?  
A: *20 oz. lead coated copper*
13. Q: Section 4, D of the IFB specifies that copper slating nails are to be used. The requirement for the Majestic Synthetic Slate GoldStar roof system requires EcoStar Stainless Steel nails.

*A: Use the appropriate nails to achieve the GoldStar certification.*

14. Q: What are the hours of operation at the Town Hall building?

*A: Regular hours of operation are Monday – Friday from 8:00 AM – 4:30 PM. Some employees arrive beginning a 7:00 AM. Meetings are held certain nights of the week, beginning at 7:00 PM. A calendar of those meetings will be provided.*

15. Q: What are the hours construction can be done?

*A: Tuesday – Friday 7:00 AM – 8:00 PM and Saturday 9:00 AM – 5:00 PM. No work on Sundays and Holidays. Monday mornings are restricted due to Fairfax County Court using the Town Hall Council Chambers. Work on Mondays shall begin no earlier than 12:00 noon, unless otherwise directed by the Town.*

16. Addition to Section 7, Mandatory Terms and Conditions

*“Contractor must be a certified by EcoStar installer.”*

CLARIFICATIONS:

- Replace only rotten wood found
- Protect all plantings around the Town Hall building during construction. Scaffolding may be used.

Additional documents are attached and are incorporated as part of Addendum #2:

- Scope of Work summary with Liquidated Damages information
- Dimensional Drawing and associated plans and drawings
- Revised Official Town Bid Form
- Bid Bond and Performance Bond Requirements

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS SHALL REMAIN THE SAME.

**A copy of this signed addendum must accompany your response as an acknowledgment of its receipt:**

NAME AND ADDRESS OF FIRM:

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PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
*Please Print*

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SCOPE OF WORK SUMMARY – ADDENDUM #2 - IFB 16-15**

**Work** of the Project is defined by Contract Documents and generally consists of the following Summary of Work. Summary of Work is brief and without force and effect upon contract documents. Work includes but is not limited to:

**Overview**

The Project consists of removal of existing slate roofing and replacing it with synthetic slate roofing. This includes the main building roof and options for installing synthetic slate on the entry canopies.

Refurbishing of existing copper gutters may be required and is dependent upon the condition of the existing gutters.

Painting of cupola prior to installing new synthetic slate.

**Project Organization**

The Project consists four phases of work organized into a Base Bid and two Options as outlined below. The award of the Base Bid and Options are subject to availability of funds. The bid may be awarded in any sequence.

Base Bid:

Phase 1 – Refurbish Cupola.

Phase 2 – East Roof Segment

Phase 3 – North Roof Segment; includes elevator roof.

Phase 4 – West Roof Segment.

Option 1: North Segment – South basement Roof.

Option 2: East & West Segments – South Basement Entrances

**Project Work Segments**

Work of this contract will be performed in multiple phases (by Segments). Each Phase (Segment) will be substantially complete before starting the work on the next Phase. Portions of the phases may overlap when sufficient documentation has been provided and approved by the Project Manager. Obtain approval of the Project Manager prior to starting a Phase. Any damaged or unsuitable existing material needing replacement shall be documented and agreed to by the Town in advance of any removal and replacement.

Contractor shall maintain work and workforce during a phase and between phases until final acceptance.

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Any additional costs associated with phasing of work to include but not limited to product costs, labor, materials, equipment, maintenance and associated costs will be borne by the Contractor.

**Site Work Time Restriction:** The Fairfax County Court System holds Traffic Court on Monday mornings in the Town Hall building. No work onsite shall occur prior to 12:00PM on Mondays, unless otherwise notified by the Town.

### **LIQUIDATED DAMAGES**

The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed for each task assigned under this contract.

The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, shall be \$350.00 per day for each consecutive calendar day beyond the Contract Time (Sundays and all holidays included) for which the Contractor shall fail to complete the Work.

The liquidated damages incurred by the Owner due to the Contractor's failure to complete each activity of Work designated in Article 4.3, above within the applicable interim Milestone date, as applicable, shall be as hereinafter stated for each Milestone, for each consecutive day beyond the Milestone date (Sundays and all holidays included) for which the Contractor shall fail to complete the activity of Work.

The amount of liquidated damages set forth in Articles 4.4 and 4.5 hereinabove shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined in the General Conditions. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

#### BID SECURITY

A. Each bid must be accompanied by (1) cash; or (2) a Cashier's Check or a Certified Check of the Bidder made payable to the Town of Vienna; or (3) a bidder's bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond form. The amount of this bid security will be 2½% of the bid amount for bids of \$100,000 or less, and 5% of the bid amount for bids greater than \$100,000. For purposes of this provision, the amount of the bid shall be the Base Bid plus all positive amount alternates. The bidder's bond shall be issued by a surety company licensed to conduct business in Virginia and acceptable to the Town.

B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the Work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Town. Such security shall be returned to all but the three lowest Bidders within three days after the opening of bids and the remaining security will be returned within 48 hours after the Town and the successful Bidder have executed the Contract. If no Contract has been awarded or the Bidder has not been notified of the acceptance of his bid, within forty-five (45) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Town's request, the Bidder agrees to extend and maintain his bid beyond the specified 45 days, his bid security will not be returned.

C. The Bidder's Cash, Certified or Cashier's Check or Bid Bond shall be accompanied by a written guarantee by a surety company licensed to do business in Virginia and acceptable to the Town, that in the event a contract is awarded to the Bidder, said surety will furnish the required Performance, Labor and Material Payment and Guarantee Bonds, as required herein.

#### LIQUIDATED DAMAGES

The Successful Bidder, upon his failure or refusal to execute the Contract within fifteen (15) days after he has received notice of the acceptance of his bid, shall forfeit to the Town the security deposited with his bid, as liquidated damages for such failure or refusal.

#### PERFORMANCE AND PAYMENT BOND

The following bonds or surety shall be delivered to the Purchasing Agent within ten (10) days of notification of award and PRIOR to the commencement of any work and shall become binding on the parties upon the execution of the Contract:

A performance bond satisfactory to the Town, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the Town, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract Documents. The bond shall be in an amount equal to 100% of the price specified in the contract; and a payments bond satisfactory to the Town, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the Town, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the Contract Documents. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract.

A prime contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such subcontractor.

#### CONTRACT PERIOD

The period of this contract shall be from the date of award and shall be in effect until work is **completed and accepted** by the Town. The Contractor shall complete all work within 60 calendar days after the Notice to Proceed.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_.  
(Bidder's Name)

\_\_\_\_\_, of \_\_\_\_\_  
(Street Address) (City, State, Zip)

hereinafter called the Principal, and \_\_\_\_\_  
(Surety's Name)

a corporation organized and existing under the Laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Virginia, as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Vienna, Virginia hereinafter called Obligee, in the Penal sum of \_\_\_\_\_ of the amount bid, good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that, WHEREAS the Principal has submitted a proposal to the Obligee on a contract for **IFB 16-09 MAPLE AVENUE EAST REPAVING AND CONCRETE REPAIR.**

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND-CONTINUED

In witness whereof, we have hereunto set our signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, all pursuant to due authorization.

\_\_\_\_\_  
Principal (SEAL)

By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact in accordance  
with the attached Power of Attorney

STATE OF \_\_\_\_\_)

) ss:

TOWN OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for the State and Town aforesaid, do hereby certify that  
\_\_\_\_\_, and \_\_\_\_\_, whose names are signed to the foregoing bond,  
this day personally appeared before me in my aforesaid State and Town and acknowledged the same.

Given under my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 20  .

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires:  
\_\_\_\_\_

CERTIFICATION OF SAFETY VIOLATIONS

(Described in Article A-23)

I hereby certify that \_\_\_\_\_  
(Name of Bidding Firm)

Located at; \_\_\_\_\_,  
(Address of Bidding Firm)

has had the following safety violations described in Article A-23, paragraph A of the Information for Bidders, (if none so state):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Principal (SEAL)

State of: \_\_\_\_\_ )

) ss:

Town of: \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before personally came and appeared \_\_\_\_\_, to me known, who by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the \_\_\_\_\_

\_\_\_\_\_;

that he has the authority to bind the above named firm; and he represents and certifies the foregoing statements are, to the best of his knowledge, true and complete.

\_\_\_\_\_  
Notary (SEAL)

My Commission Expires: \_\_\_\_\_



CONTRACT BOND CERTIFICATION

TO: Town of Vienna  
c/c Purchasing Agent  
127 Center Street South  
Vienna, Virginia 22180

DATE: \_\_\_\_\_

FROM: (Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE: Project

\_\_\_\_\_  
\_\_\_\_\_

Contract No. \_\_\_\_\_ Project No. \_\_\_\_\_

Bidder: \_\_\_\_\_

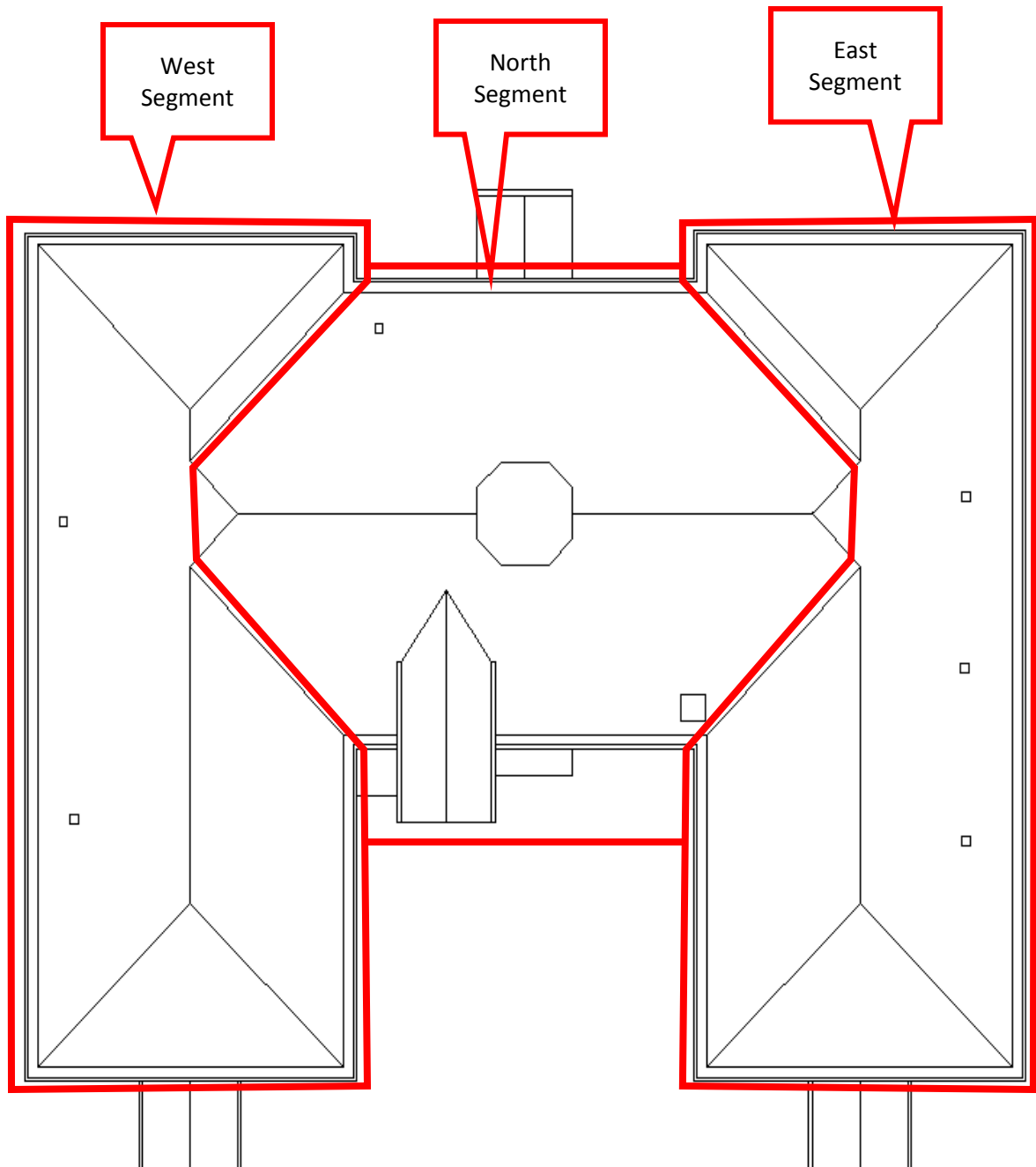
As surety for the above-named Bidder, the \_\_\_\_\_  
(Surety Name)

\_\_\_\_\_ hereby certifies that we will promptly furnish the required Performance, Labor and Materials Payment and Guarantee Bonds, in separate instruments, as required by the General Conditions, on behalf of the above named Bidder, in the event that the said firm is determined to be the Successful Bidder and a construction contract is subsequently awarded for this project.

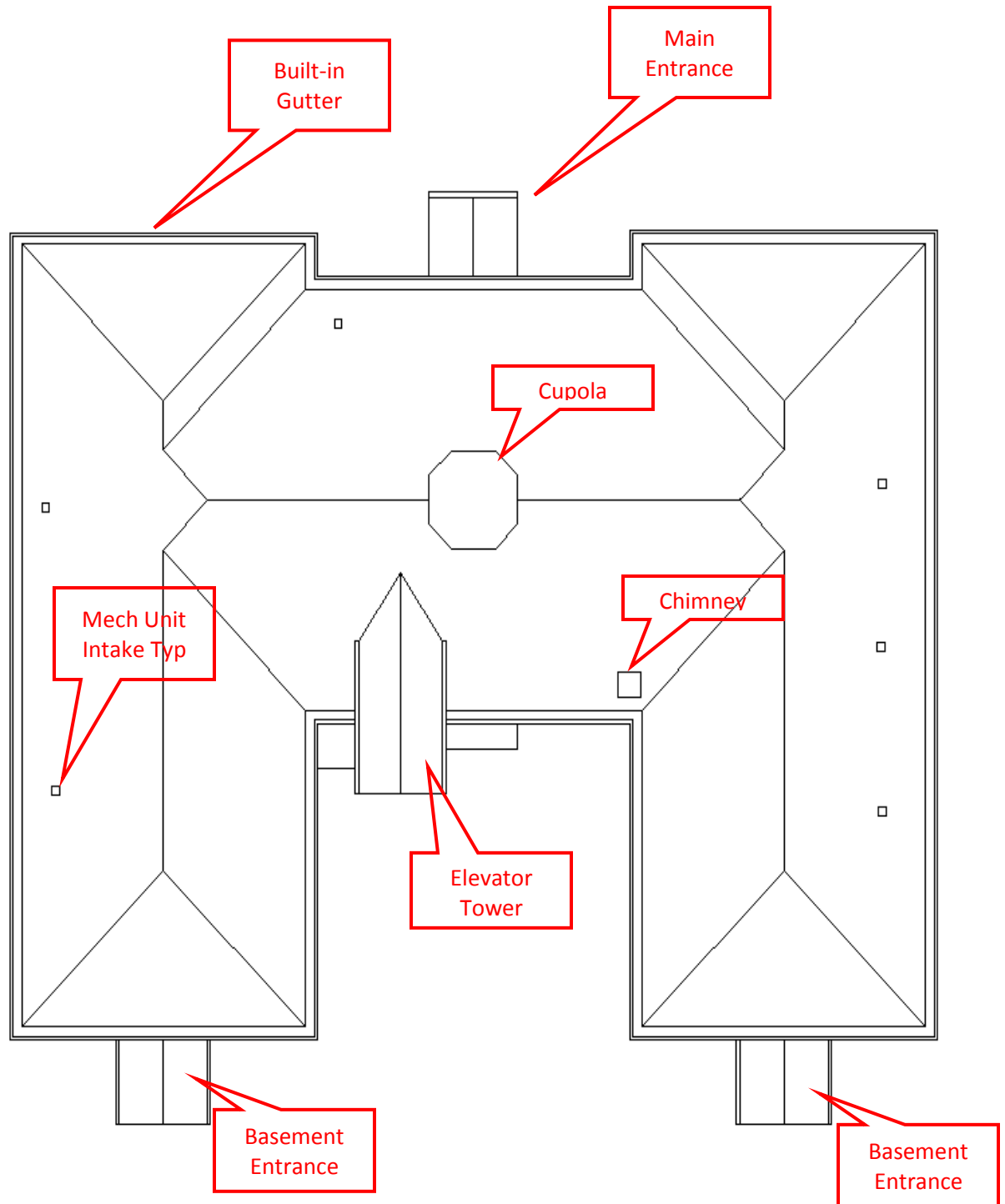
By: \_\_\_\_\_  
Attorney-in-Fact,  
in accordance with the attached Power of Attorney

SUBJECT: BASE BID – Segment and Roof Plan

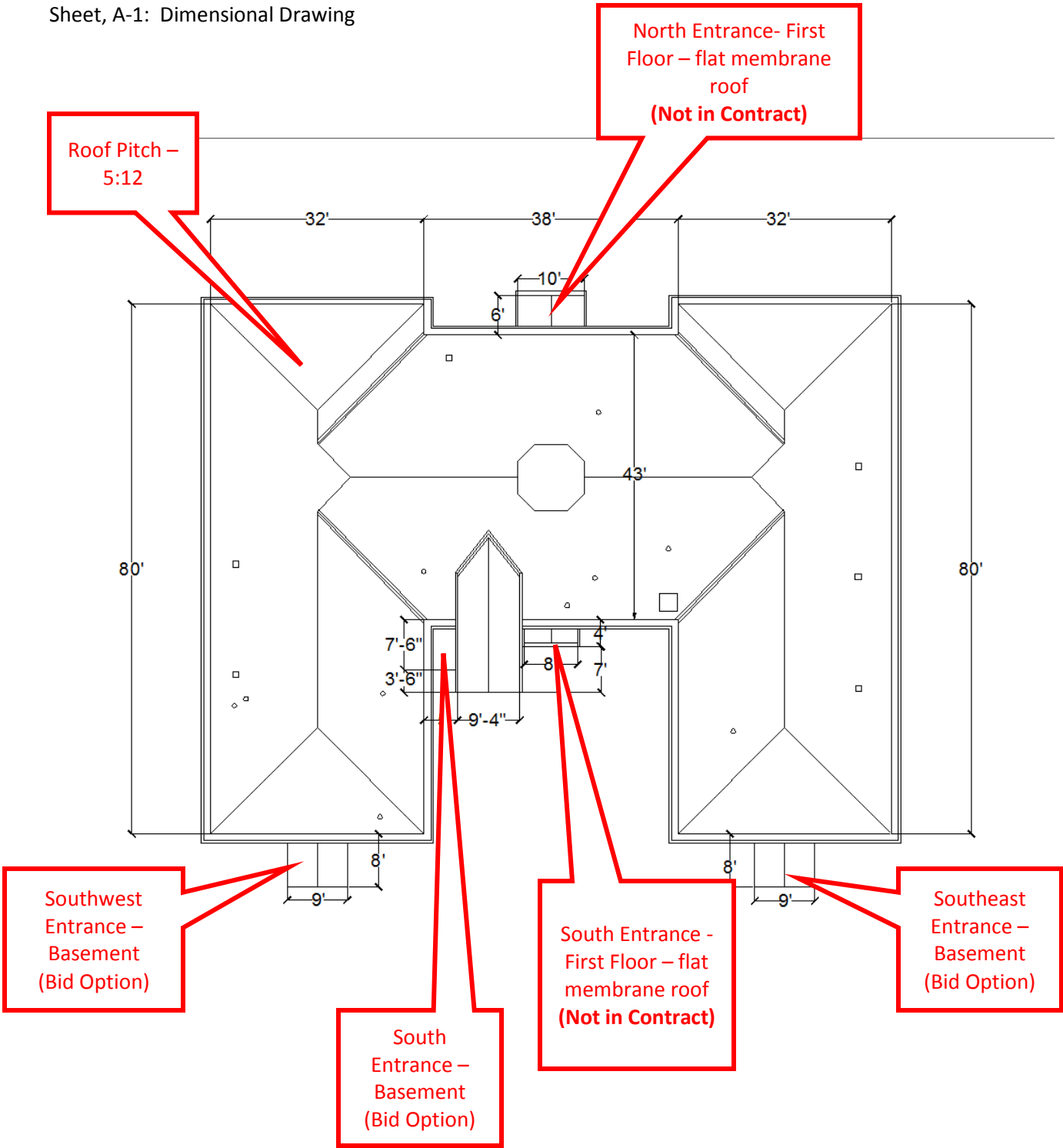
1. Existing Roof Plan – Base Bid Segments



## 2. Existing Roof Plan - Elements

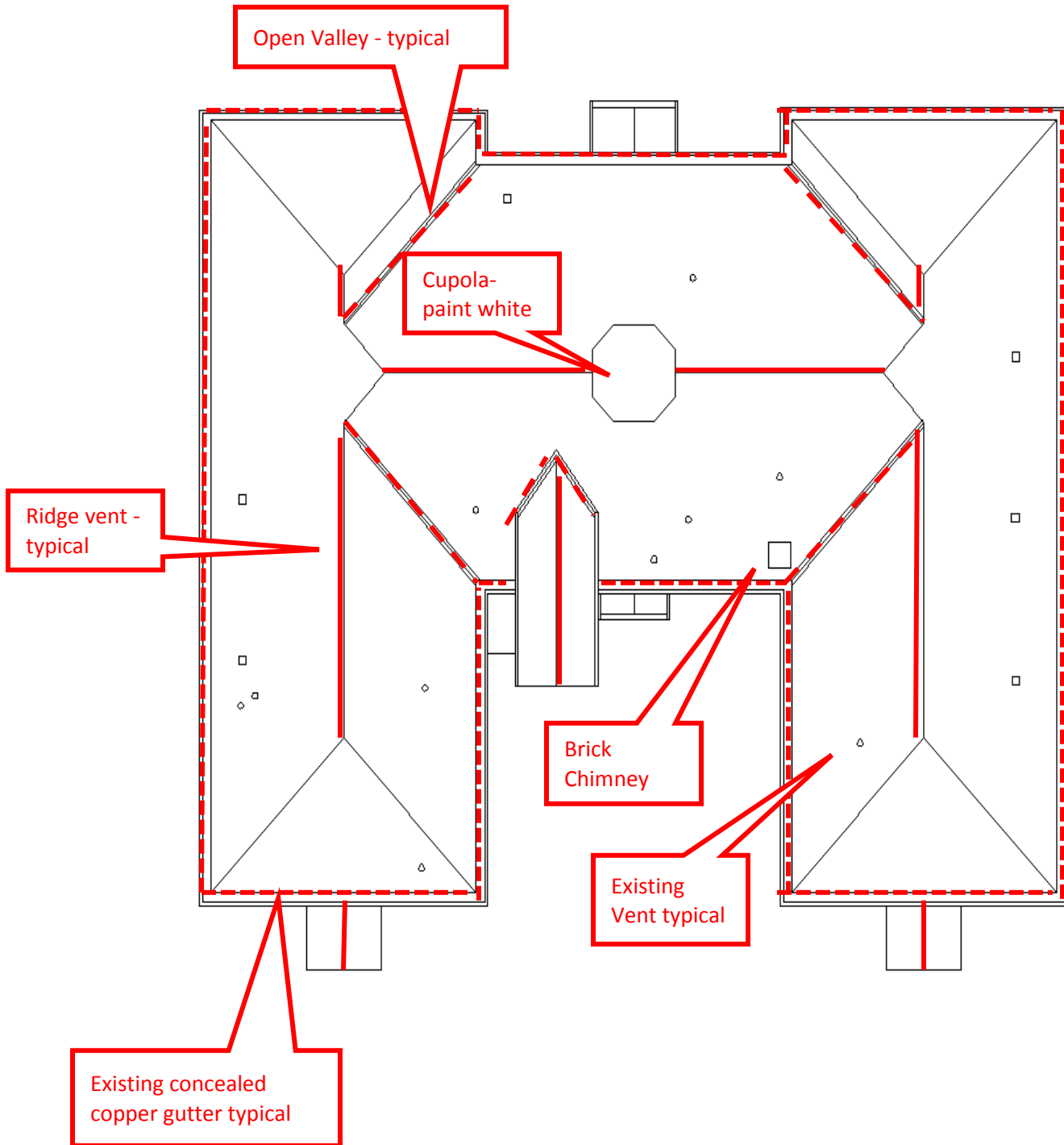


Sheet, A-1: Dimensional Drawing



Sheet 3.0, Roof Elements:

1. Open Valley - - - - -
2. Vented Ridge - - - - -
3. Concealed Gutter - - - - -
4. Provide underlayment in accordance with Ecostar Sheet EM/2.0.
5. Refer to Ecostar sheets for details of roof conditions to be applied to this project.





Town of Vienna, VA  
Purchasing Office  
127 Center Street S  
Vienna, Virginia 22180

**SECTION 12. OFFICIAL TOWN BID FORM - REVISED**

**IFB 16-15 TOWN HALL ROOF REPLACEMENT**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**NOTICE TO BIDDERS:** The following required services shall be provided according to the contract terms and conditions and specifications of **IFB 16-15**.

	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
Remove and Replace Town Hall Roof	1	LS	\$_____	\$_____
Remove and Replace damaged or unsuitable Plywood Roof and Gutter Sheathing in kind per 4' x 8' sheet	100	EA	\$_____	\$_____
Remove and Replace damaged Wood Truss and Gutter Lumber in kind per linear foot all sizes Re-line gutter with 20 oz. lead coated copper As necessary	100	LF	\$_____	\$_____
<b>TOTAL BASE BID</b>			<b>\$_____</b>	

**OPTIONAL ITEMS.**

East & West Segments South Basement Entrances (3 Entrances)	1	LS	\$_____
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**RETURN BID FORM IN DUPLICATE.** All addendums that have been issued shall be returned with the bid. It is the responsibility of the bidder to ensure that it has received all addendums.

Person to contact regarding this bid (Please print): \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

E-mail \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*By signing and submitting a bid, the bidder acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.*