

April 25, 2016

ADDENDUM #3

IFB 16-15 TOWN HALL ROOF REPLACEMENT

*******ATTENTION BIDDERS*******

(To be completed and returned with bid response)

1. Q: On your bond is that a template you want us to follow or is that the form you'd like to be filled out because it has the wrong IFB information (3rd section)
A: Yes, that form should be filled out and returned. A corrected copy is attached to Addendum #3
2. Q: There was no mention of work/specifications on the Cupola other than flashing around the Cupola. In the Addendum it mentions painting. It also mentions refurbish. Could that be cleared up with exact specifications on what work if any you would like to be done on the Cupola. Including type of paint and color or color to be matched or determined later should that be included in the scope.
A: The Cupola was last repainted in 2011. Refurbish shall include work related to any necessary removal and re-installation of wood panels for the installation of flashing. Cupola shall be restored to original or better conditions and repainted to match the existing color.
3. Q: . The completion date with Liquid damages is set at 60 days. We didn't see any mention of excessive heat (Virginia Code Red Ozone Days) and or rain days that could potentially be added to the completion date (additional days on top of 60).
A: Contractor will be allowed delays for weather conditions, based on the concurrence of Contractor and Project Manager, for two circumstances: 1) isolated inclement weather, wherein the project site is determined to be unworkable for days of precipitation and days following for short times between otherwise good weather; and 2) sustained inclement weather, wherein the project site is determined to be unworkable for a sustained period of time, such as the winter months, or excessive heat (Virginia Code Red Ozone Days).

If Contractor believes either condition applies, a request shall be made to the Project Manager for a site meeting and a joint determination of the site conditions and approval of the delay. The Project Manager will record these approved delays and will incorporate them into a Change Order for signature of Owner and Contractor.

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:

PHONE #: _____ EMAIL: _____

NAME OF AUTHORIZED REPRESENTATIVE:

Please Print

SIGNATURE: _____ DATE: _____

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 16-15 TOWN HALL ROOF REPLACEMENT**.

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:

RETURN WITH BID

CERTIFICATION OF SAFETY VIOLATIONS

I hereby certify that _____
(Name of Bidding Firm)

Located at; _____
(Address of Bidding Firm)

has had the following safety violations, (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: _____

RETURN WITH BID

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

RETURN WITH BID