ADDENDUM #2

September 3, 2019

PROJECT:  Virginia Polytechnic Institute & State University
Inn at Virginia Tech 3rd Floor Carpet Replacement
IFB# 0059539
Blacksburg, Virginia 24061

TO ALL BIDDERS:

GENERAL: Addenda are part of the Contract Documents and are issued to amend or interpret the Drawings and Specifications. The Addenda shall be acknowledged in the Bid Form – Division 0 – Section 00300 – in the space provided for addenda acknowledgement.

The University has established SWaM business target goals of utilizing at least 50% Virginia certified small businesses for this construction project. This target utilization is in accordance and in support of Virginia Governor Northam’s Executive Order 35 released July 3, 2019. Access to the full text of Executive Order 35 can be found at this site: https://www.governor.virginia.gov/media/governorvirginiagov/executive-actions/EO-35-AdvancingEquity-for-Small,-Women,-Minority,-and-Service-Disabled-Veteran-owned-Businesses-in-StateContracting.pdf. EO35 requires establishment of a target goal of 50 percent subcontracting to small businesses on any construction project. If an awarded firm is already a certified Virginia SWaM business, this target goal will be considered met. The university will not suppress any firm from participating on a project if it meets the requirements as set forth in the terms and conditions of the RFP. Instead, should a business participating in the project, either as a prime contractor or a subcontractor, not be qualified to be certified through the Commonwealth of Virginia as a small business, the university cannot report the spend with that firm for this project toward its 50% targeted goal of utilization of small businesses on all university construction projects.

CHANGES AND CLARIFICATIONS – GENERAL

- See attachment A to addendum #2 for “Bid Form – Inn at VT 3rd floor carpet replacement”
- See attachment B to addendum #2 for “Commonwealth of Virginia Standard Labor and Material Payment Bond (CO-10.1)”
- See attachment C to addendum #2 for “Commonwealth of Virginia Standard Bid Bond (CO-10.2)”
- See attachment D to addendum #2 for the meeting minutes form the pre-bid meeting held on August 20th, 2019.

CHANGES AND CLARIFICATIONS – SCHEDULE

Per discussion during the pre-bid meeting, the project schedule shall be: December 17th, 2019 – January 13th, 2020.

All other terms, conditions and descriptions remain the same. The bid closing date has changed FROM September 10th, 2019 at 2:00 PM TO September 16th, 2019 at 2:00 PM; The bid opening date has changed FROM September 11th, 2019 at 2:00 PM TO September 17th, 2019 at 2:00 PM. This addendum will be posted on the VT procurement website at www.procurement.vt.edu.

END OF ADDENDUM #2
BID FORM

DATE:

PROJECT: Inn at VT – 3rd Floor Carpet Replacement

Project Code: G1660-20-396385

To: Commonwealth of Virginia

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated 12/21/2018, scope of work dated 8/14/2019, and all Addenda noted below, as prepared by Virginia Tech Renovations for the consideration of the following amount:

BASE BID (including the following parts but excluding work in Additive Bid Items):

PART A.
Lump sum price to provide all labor, equipment, material and supervision required to perform work in accordance with the bid documents for the Inn at Virginia Tech 3rd Floor carpet replacement:

PART A = ________________________________ Dollars ($____________).

TOTAL BASE BID AMOUNT (Sum of PART A) IS:

_______________________________ Dollars ($____________).

Contract award will be based on the TOTAL BASE BID AMOUNT shown above (including any properly submitted bid modifications) plus as many Additive Bid Items taken in sequence as the Owner in its discretion decides to award.

The undersigned understands that time is of the essence and agrees that the date for Substantial Completion of the entire project shall be on or before January 13th, 2020 based on a Notice authorizing Work to proceed on or before December 17th, 2019, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the owner.
Acknowledgment is made of receipt of the following Addenda: ____________________________

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form (Commonwealth of Virginia Contract Between Owner and Contractor, Form CO-9) within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed Contract.


DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

Either the undersigned or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner:

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No.: ____________     Bidder: ________________________________
                      (Name of Firm)
Contractor Class: ____________     By: ________________________________
                               (Signature)
Specialty: ____________     Valid until: ________________________________
FEIN/SSN: ________________     Title: ________________________________
If General Partnership (List Partners' Names)  

_________________________________
_________________________________
_________________________________
_________________________________

Business Address:

________________________________________
________________________________________
________________________________________
________________________________________

Telephone # ________________________  
FAX # _______________________________

If Corporation, affix Corporate Seal & list State of Incorporation

State: ________________________________

(Affix Seal)

Virginia State Corporation Commission ID No.: _____________; or

If Contractor is a foreign business entity not required to be authorized to transact business in the Commonwealth under Titles 13.1 or 50 of the Code of Virginia, or as otherwise required by law, please provide an explanation as to why such entity is not required to be so authorized: ______________________

_____________________________________

Contractor’s Proposed Small Business Participation:  % ___________

(required)
COMMONWEALTH OF VIRGINIA
STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, the Contractor (“Principal”) whose principal place of business is located _____ and _____ (“Surety”) whose address for delivery of ‘Notices’ is located at _____ are held and firmly bound unto the Commonwealth of Virginia, _____, the Owner (“Obligee”) in the amount of _____ Dollars ($_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____ entered into a contract with Obligee for _____ which contract (the "Contract") is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Any claimant who has a direct contractual relationship with the Principal and who has performed labor or furnished material in accordance with the Contract documents in furtherance of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is
regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant.

a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
Signed and sealed this _____ day of ______

_______________________________________
Contractor / Principal
(SEAL)

_________________________________
By: ________________________________
Witness
Typed Name: ______
Title: ______

_________________________________
Surety
(SEAL)

_________________________________
By: ________________________________
Attorney-in-Fact
Typed Name: ______

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA
(or alternatively, Commonwealth or State of _____)

CITY of _____

I, the undersigned notary public, do certify that _____, whose name is signed to the foregoing labor and material payment bond in the sum of _____ and dated _____ and which names the Commonwealth of Virginia, _____, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of _____, a _____ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety’s behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the above Surety’s act and deed

She/he has further certified that her/his Power of Attorney has not been revoked.
[Complete if Power is recorded: Clerk’s Office: _____;
Deed Book/Page No. or Instrument No.: _____.]

Given under my hand this _____ day of ______.

_______________________________________
Notary Public
(SEAL)

My name (printed) is: ______
My registration number is: ______
My commission expires: ______

APPROVED:

_______________________________________
Attorney General/Designee
Date
COMMONWEALTH OF VIRGINIA
STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS:  That _____, the Contractor (“Principal”) whose principal place of business is located at _____ and _____ (“Surety”) whose address for delivery of ‘Notices’ is located at _____ are held and firmly bound unto the Commonwealth of Virginia, _____, the Owner (“Obligee”) in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) Bid by Principal, for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, the conditions of this obligation are as follows. This Bid Bond shall guarantee that the Principal will not withdraw his bid during the period of thirty (30) days following the opening of bids; that if his bid is accepted, Principal will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor, Form CO-9, included as a part of the Invitation for Bids (IFB Documents); that Principal will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after Principal has received notice of acceptance of his bid, Principal and Surety shall be jointly and severally liable to the Owner for the difference between the amount specified in said bid and such larger amount for which the Owner may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner of account of the default of the bidder in any particular thereof.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.
Signed and sealed this day of


Contractor / Principal (SEAL)

By:_________________________________
Witness
Typed Name: _____
Title: _____


Surety (SEAL)

By:_________________________________
Attorney-in-Fact
Typed Name: _____

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA
(or alternatively, Commonwealth or State of _____)

CITY of _____

I, the undersigned notary public, do certify that _____, whose name is signed to the foregoing bid bond in the amount of five percent (5%) of the Total Bid Amount and which names the Commonwealth of Virginia, _____, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of _____, a _____ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety’s behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the above Surety’s act and deed.

She/he has further certified that her/his Power of Attorney has not been revoked.
[Complete if Power is recorded: Clerk’s Office: _____; Deed Book/Page No. or Instrument No.: _____.]

Given under my hand this day of _____.

Notary Public (SEAL)

My name (printed) is: _____
My registration number is: _____
My commission expires: _____
Pre-bid Meeting Notes – Inn at VT 3rd Floor Carpet Replacement

Pre-Bid Meeting held on Tuesday, August 20, 2019 at 10:00 AM.

1. Overview of Project
   a. Scope of Work
      i. Contractor shall provide all labor, equipment, material and supervision required to remove and replace carpet throughout the 3rd floor conference rooms and corridors at the Inn at Virginia Tech.
      ii. Provide an accurate and quality installation of the Durkan running seam carpet and ensure all patterns within carpet align. Carpet installer MUST have experience with custom Durkan running seam products.
      iii. A small portion of the scope of work involves the installation of Luxury Vinyl Plank (LVP) in the upper quad dining/serving area.
      iv. Rooms for workers will NOT be provided by the Inn. All bidders shall incorporate room and board into bid.
      v. All moving of furniture is excluded from the general contractors scope of work. The Inn personnel will handle all moving and storage.
      vi. **Sealed bids will be due** to Procurement department, located at the North End Center, Suite 2100, Turner Street NW, Blacksburg, Virginia 24061 by **2:00 PM sharp on Monday, September 16th, 2019**. A public bid opening will occur the following day, Tuesday September 17th, 2019 also at 2:00 PM at the same location.

   b. Drawings
      i. Contract drawings are available on the laserfiche website as attachment to the Bid Documents. There will be no permitted drawings as this job does not require permits.

   c. Site Investigation
      i. The contractor may visit the project site prior to the bid due date; contact the VT Project Manager at least 48 hours prior to your anticipated site visit for approved day/time. The VT project manager cannot guarantee access if prior arrangements have been made in this space, but will work towards finding alternative dates/times.
2. Safety
   a. Guest/Personnel
      The safety of the Inn’s guest and working personnel is paramount. Contractors shall ensure they are working safely and exhaust all precautions to ensure the safety of people within the building.

      Any work to be done with an open flame will need a hot work permit. Virginia Tech will not issue hot work permits. The contractor is responsible for providing their own hot work program to the Virginia Tech Renovations and EHS representative prior to commencing work.

   b. EHS Safety Standards on VT Website
      Visit the link provided for EHS standards of construction on the VT campus
      http://www.ehss.vt.edu/programs/contractor_safety.php

3. Administration
   a. Pre-Bid RFI’s
      Any questions/clarifications that arise during construction should be submitted as an official RFI to VT Renovations/Gilbane.

      Issues in the field may be verbally discussed with the project manager prior to submission, but this will not negate the requirement of a written submission.

      Pre-Bid RFI’s are due no later than 4pm on August 23rd, 2019. Any RFI’s submitted after this time will not be accounted for.

   b. Addendum
      An addendum will be issued sometime the week of August 26th which will address any pre-bid RFI’s, and include the pre-bid sign-in sheet, and any modifications to the bid documents.

   c. Keys/Security –
      Contractor will be responsible for security of the construction site. Provide VT Renovations/Gilbane with the names of all employees (and the contractor they work for) who will be on this project. The Inn at VT personnel will be able to aid with keys and required access.

August 20, 2019
4. Schedule
The current scheduled start date is Tuesday, December 17th 2019, at which point the Virginia Tech project manager will have received all approved submittals, schedules, and issue a notice to proceed to begin construction. The entire scope of work is to be substantially completed by January 13th 2019.

The start date has been extended from the “Invitation for Bids” document posted on eVA. This schedule extension is to allow additional time for carpet demolition and accounts for the time to be missed for the Holidays. The Invitation for Bids document will be modified and re-issued via addendum #1.

   a. Inspections
The University Building Officials (UBO) will not be conducting inspections on this project as they are not requiring permits since this is a like for like renovation. A punch list walk with the client will be conducted after substantial completion. During the punch list the client and VT renovations will walk the project and ensure their standard of quality was met for the installation of the new carpet.

5. Conflicts
   a. Foreseen conflicts.

   **Project Security** – Contractor is responsible for the security of all their equipment and material on the project site. All material shall be secured at the end of each day and stored in a designated area to mitigate fall/trip hazards for pedestrian traffic.

   **Wallpaper/Paint Renovation** – An ongoing wallpaper and paint replacement will also be occurring throughout the 3rd Floor of the Inn. Some overlap may occur between trades, however, that scope of work will be wrapping up upon the start of the carpet replacement.

   **Project Access** – Contractor shall be able to park in the Lots of the Inn at Virginia Tech. Virginia Tech parking permits must be purchased in order to park in these lots. Permits may be purchased online at [https://parking.vt.edu/](https://parking.vt.edu/) or at the VT Parking services building located at:

   505 Beamer Way  
   Blacksburg, VA 24061  
   USA
6. Procurement

i. Bids need to be sealed and received by the VT Purchasing Department no later than **Monday, September 16th, 2019** at 2 PM. Bids should be sent/delivered to Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333), North End Center, Suite 2100, 300 Turner Street, NW, Blacksburg, VA 24061 and will be accepted until the bid closing date and hour specified above. Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor’s responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

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**VT Renovations/Gilbane Project Manager**

Curtis Williams

(540) 315 - 2750

*ctwilliams@gilbaneco.com*

August 20, 2019