

### ADDENDUM NO. 001

**TO:** To Plan Holders

**RE:** Building 51 – Tenant Upgrade

Roanoke Regional Airport Commission

T&L Project No. 12813 RRAC Bid No. 20-004

**DATE:** January 16, 2020

BIDS RECEIVED DATE: February 4, 2020, 2:00 PM

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated January 5, 2020 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

Lic. No. 015875

1-16-19

This Addendum consists of 2 pages plus attachments.

### CLARIFICATIONS AND ANSWERS TO PRE-BID QUESTIONS:

- 1. The Pre-Bid Conference Attendance Record is enclosed.
- 2. The Pre-Bid Conference Meeting Minutes are enclosed.
- 3. See attached questions and responses.
- 4. Separate Bid Bond Form 100, Performance Bond From 103, Labor and Material Payment Bond Form 108, have been provided as part of this addendum.

# **CHANGES TO BIDDING REQUIREMENTS:**

1. Bid Form Contract Time: One hundred forty-five (145) consecutive calendar days from effective date of Notice to Proceed.

# **CHANGES TO SPECIFICATIONS:**

1. None.



Addendum No. 001
Building 51 – Tenant Upgrade
Roanoke Regional Airport Commission
T&L Project No. 12813
RRAC Bid No. 20-004
January 16, 2020
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# **CHANGES TO DRAWINGS:**

 Sheet P102 SPRINKLER NOTES, add note to read, "SPRINKLER CONTRACTOR IS TO REVIEW THE EXISTING SPRINKLER RISER. CONTRACTOR IS TO ROTATE THE EXISTING VALVES TO MAKE THEM ACCESSIBLE AS CALLED FOR IN THE CODE. CONTRACTOR IS TO REPLACE GASKETS/SEALS AS NEEDED."

Enclosures: Pre-Bid Conference Attendance Sheet

Pre-Bid Conference Meeting Minutes

Bid Form

Addendum 001 - SK-001 - Existing Building Sections

Bid Bond Form 100

Performance Bond From 103

Labor and Material Payment Bond Form 108

Pre-Bid Questions and Response



# PRE-BID CONFERENCE ATTENDANCE RECORD TUESDAY, JANUARY 14, 2020 AT 1:00 P.M.

**Building 51 Tenant Upgrades** 

Roanoke Regional Airport Commission

T&L Project No. 12813

KICKY SWEET	Keen der Med	540-343-W12ex	1840-7987547	540-343-74120x1 540-798-7547 Raw, 500 KMECHING.COM
NAME	COMPANY	WORK NUMBER	MOBILE NUMBER	EMAIL ADDRESS
Ban Collic	741	540.633.1897		belling to con
Enca Ounohine	丁中儿	540-633-1897	7955-827-010	esonshine @t-1, com
Harry Stockton	Blake Constr.	4967-152-045		Astockton @ blakebuitt.com
Nielli When	Charles Peru Patrices	434 -534-1957		DAVID-Anrans JCCP1.com
Baran BLAKE	BLAKE LONDITURETION 540-343-7203	540-342-7203	1785-283-075	BRIAKE @ BLOKE BUILT. COM
lommy AMOS	SHIVELY ELECTRIC	CMSS- AA2-025		fangs P SHIVETY EXTRIC- COM
JACK Bulls	Avis Construction	182-3558		BullSI PAVISCOMSTRUCTION. ON
Brim CACHET	Price Buildings	4946-3900		bearter @ pricebildings in/
Phila William	CROY COMPARTITION	ELS 505		Pallum is oballical
Phil Callicott	Suzalor + Associates	540.552-3377	540-818.5141	7011:24 (a Smyder and assoc.
Drug of Ploter in me	White Flection	9541 OOK OMS	5 min &	david Muhite electrical savers.co
Dani Jæ				J
chris Unauh	Poetession at mannants 540-382-7750	1	· Stut	Patfawsto e Hotmil, com
John Corliss	Roamoke Sprinkbr	840.856.7450		jorlisse roanokesprinkly. com
	CD Contractor	ROU-730, MACK MLI LOTAI	1664-10141	ad Contractor 2000@ and . com



# PRE-BID CONFERENCE ATTENDANCE RECORD TUESDAY, JANUARY 14, 2020 AT 1:00 P.M.

Building 51 Tenant Upgrades For Roanoke Regional Airport Commission T&L Project No. 12813

NAME	COMPANY	WORK NUMBER	MOBILE NUMBER	EMAIL ADDRESS	3 ************************************
ERN HENDERON	REAC	644-4V43		EDUNH 2 PLYROA. COM	
BRIAN BOWER	THOR CONSTRUCTION	563 0567 + 1037		Hower Othoranstruction.com	
South Marchane	Blake Construction 540-537-0434	540-537-04S		Smeadows Delaka built.Cor	3
JOSH BEISLEY	Bulling SpeinhusTS	540 482 8200		BEISLEY & BSIUM, com	
Jeny Jones	Unhanted Glathal	540-581-8846		estimeting a walimbed of ce. Um	K
TYLER MGADOWS	Semilo Sarvicess	940-414-1166		tyle a sumasuvites. com	د
Steve Baber	1/ARMEY INC	540-519-8460		Spaker @ UARNOY INC. COM	-
BERNARD DACAL TRIJENZO F & S BLOG INNOV.	RO FAS BLOG IMMOV.	9185-986-045		Bernardows FSBUILDINGING. OR	
DALIDT	RRAC			ansie, boughnan O flyrea.cm	
MANGIE BANGHAMAN	pletz				
Note Williams	USC FIRE + SECURITY 540-765-1300	540-765-1300		NWI / HAMBA VSC FIRE , COM	
Herman Baber	CH Cowstrue from	571-246-4325	her	1.9	You.
Drew JAckson	CN Ewsternamia (m) 434-849-2051	434-849-2251	Orew . Ti	woodened .	3 5
	E. Lubre Greene Co.	540 521 9183	0	Christale huttegroene, com	2
Aftern 1654	MB Contractors	S40 - 340 - 6758	7	dies 10 mbendasituse com	



# PRE-BID CONFERENCE MINUTES

PROJECT: <u>Building 51 – Tenant Upgrade</u>

Roanoke Regional Airport Commission

T&L Project No. 12813

DATE: <u>January 14, 2020</u>

### 1. PROJECT PERSONNEL:

Architectural/Engineering Firm: Thompson & Litton, Inc.

Architectural/Engineering Representative: Erica Sunshine

Telephone: (540) 633-1897

Project Manager: <u>Barry Collier, Point of Contact during construction</u>

Telephone: (540) 633-1897

# 2. SCOPE OF PROJECT:

The project generally consists of the Building 51 Tenant Upgrades and performing all associated services including asbestos abatement.

# 3. PROJECT REVIEW:

- Project consists of interior building renovation and asbestos abatement.
- Contractor shall be responsible for asbestos abatement and obtaining asbestos
  permit from the City of Roanoke. City of Roanoke has reviewed the drawings and
  does not have any comments at this time. City will not issue the building permit
  until the asbestos work is complete. Building Permit number CMR19-0335.
  Contractor shall be responsible to obtain building permit & pay an required fees.
- Area of renovation is approximately 16,000 square feet and will be for one tenant.
- Building 51 is not in the secure airport area and does not require airport badging.
- Contractor shall complete submittal process during asbestos abatement work. Long lead submittal items shall be prioritized.
- Contractor shall be responsible to coordinate lead time of materials to accommodate construction schedule.



Pre-Bid Conference Minutes Building 51 – Tenant Upgrade January 14, 2020 Page 2

# 4. SPECIAL SITE/PROJECT CONDITIONS:

- Airport Safety Requirements as noted in Project Manual.
- Contractor may utilize existing bathroom facilities but must maintain facilities in clean and orderly condition or will be required to provide porta-johns.
- Power actuated tools may be used as this project is outside of the secure airport area.

# 5. INSTRUCTIONS TO BIDDERS:

Bid Form - Section C

Part A Lump Sum price for demolition, renovation, and construction Part B Unit Price 1 – Asbestos Abatement mastic demo and removal Part C Unit Price 2 – Floor Tile demolition and abatement

Bid Bond of 5% Required, shall be submitted with bid.

Contract Time One hundred twenty (120) consecutive calendar days from effective date of Notice to Proceed. – Contract time will be extended to account for asbestos abatement by this addendum.

Addenda – Acknowledge all addenda on Bid Form

### 6. STAGING AREA:

• Contractor will have access and use of parking area outside of Building 51 for storage and staging.

# 7. PROTECTION OF ADJACENT AREAS AND FACILITIES:

- Areas outside of renovation shall be protected.
- Maintain a trash free site and prevent debris from flying onto the runway adjacent to project.
- Exterior trash containers shall be covered.

# 8. CONTRACT(S) DETAILS:

Substantial Completion shall be achieved within 90 consecutive calendar days of the effective date of the Notice to Proceed. Final Completion shall be achieved within 30 consecutive calendar days after Substantial Completion. The total contract time is 120



Pre-Bid Conference Minutes Building 51 – Tenant Upgrade January 14, 2020 Page 3

consecutive calendar days after the effective date of the Notice to Proceed. – Contract time will be extended to account for asbestos abatement by this addendum.

Liquidated Damages: \$100.00

### 9. BID DOCUMENTS:

Bid Documents are available as listed on the IFB; Builder's Exchange, Valley Construction News, DODGE Data, and TRASCO, eVA, Virginia Department of General Services' central electronic procurement website, and can also be obtained by emailing Erin Henderson, Contracts Administration, Roanoke Regional Airport, at Erin.Henderson@flyroa.com.

### 10. SEPARATE OWNER'S CONTRACTS INTERFACING:

• T&L investigating separate data cabling vendor.

### 11. CONFIRMATION OF BID DATE AND TIME:

Sealed bids will be received until 2:00 P.M., prevailing time on February 4, 2020, at the Office of the Roanoke Regional Airport Commission, Conference Room A on the Second Floor of the Airport Terminal Building, 5202 Aviation Drive, Roanoke, Virginia 24012.

# 12. CONTRACTOR QUESTIONS:

All questions must be submitted in writing using the Pre-Bid Question Form provided in the Bid Documents. Instructions for submission (via email or fax) are included on the form. Responses to questions, if deemed necessary, will be made via addendum(a).

Email: Erin Henderson, Erin.Henderson@flyroa.com

Deadline (Date/Time) for Submitting Questions: January 23, 2020 at 2:00 PM

# 13. ADDENDA/ITEMS TO BE CLARIFIED:

- Addendum No. 1 Addresses building height with the inclusion of existing building section drawings.
- Addendum No. 1 Contract completion date will be addressed to add time for the asbestos abatement process. Per the asbestos report the time frame will be extended to include the abatement process for non-friable asbestos.



Pre-Bid Conference Minutes Building 51 – Tenant Upgrade January 14, 2020 Page 4

- Addendum No. 1 Sprinkler riser existing valve is not turned in an accessible manner and failed annual inspection.
- Addendum No. 2 Will add Ralph Friedland & Bros., Inc. as an acceptable roller shades vendor.
- Addendum No. 2 Will update the roller shades blind material specification series.
- Addendum No. 2 Will update the toilet accessories specification to standardize with Airport accessories.

# 14. SITE VISIT

- Pre-bid meeting continued with a tour of Building 51.
- Meeting concluded at approximately 3:00 PM.
- Additional site visits may be coordinated with Angie Baughman, contact information provided on sign-in sheet.

# **BID FORM**

(Name of Bidder)

For

# BUILDING 51 TENANT UPGRADES PROJECT

AT

# ROANOKE REGIONAL AIRPORT ROANOKE, VIRGINIA

SUBMITTED TO THE

# ROANOKE REGIONAL AIRPORT COMMISSION ROANOKE, VIRGINIA

**BID NO. RRAC 20-004** 

# THE BIDDER SHALL COMPLETE ALL ITEMS AND FILL IN ALL BLANKS IN THESE BID FORM PAGES

# I. BID CONDITIONS AND PRICE:

In compliance with the Invitation for Bids, the undersigned hereby proposes to furnish the materials and labor and to perform the work for the completion of the Building 51 Tenant Upgrades Project in strict accordance with the Invitation to Bid, Instructions to Bidders, the General Conditions, Technical Specifications, Drawings, Supplementary Drawings, and all other contract documents for the consideration of the price quoted in the following bid form, and agrees, upon receipt of written notice of award, that it will execute a contract in accordance with the bid as accepted and give the required contract bonds with good and sufficient surety, within fifteen (15) calendar days after receipt of notice of formal award of contract and presentation of the prescribed forms.

It is agreed that the undersigned has informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the drawings and specifications for the work and contractual documents thereto, including the special provisions, prior to the opening of bids, and that it has satisfied itself relative to the work to be performed.

It is agreed that the description of each item, being stated, implies although it does not mention, all incidentals and that the price stated is intended to cover all such work,

materials, labor, equipment, and incidentals as constitute the bidder's obligations as described in the specifications, and any details not specifically mentioned, but evidently included in the contract, shall be compensated for in the total lump sum price bid.

It is understood that this bid is submitted for the purpose of obtaining the work included in subject project at the Roanoke Regional Airport.

Said work is described in the project contract documents which also include the place, date, and time of opening bids.

Except to the extent extended by manufacturer's warranties required by the specifications and drawings, it is understood that all workmanship and materials under all items of work are guaranteed for two years from the date of final acceptance.

It is understood that the Owner reserves the right to accept or reject any or all bids and waive informalities.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluation of bids, with the right reserved by the Owner to delete all or any portion of minor bid items.

The undersigned agrees that if awarded the contract, it will commence and complete the work in accordance with the provisions, requirements and deadlines of Section 2 of the General Conditions.

It is understood and agreed that for each calendar day that the work remains incomplete after the contract time and/or the milestone times (including all extensions and adjustments as provided in the Contract Documents), the amount per day as specified in Section 4, Contract Sum and Liquidated Damages of the form Contract (see Section D of these Specifications) shall be liquidated damages and may be retained, deducted and/or offset from any amounts due or to become due to the Contractor or its Surety. Such liquidated damages shall not be a penalty, but shall be considered as an agreed liquidation of a reasonable portion of damages that will be incurred by Owner as a result of the Contractor failing to complete the Work in the time provided in the Contract Documents. It is understood and agreed that: (a) the actual damages that may result from failure to complete the Work within the required time are uncertain and difficult to determine with exactness and that the fixed amount is not out of proportion to the probable loss; (b) Owner retains the right to make such retentions, deductions and/or offsets for liquidated damages at any time and that Owner's imposition and the retention, deduction and/or offset of any liquidated damages hereunder shall not be subject to any prior notice or claim requirements; and, (c) by submitting this Bid, Contractor acknowledges and agrees that Contractor waives any defenses as to the validity of any liquidated damages provisions in this Contract based on such liquidated damages being void as penalties or not being reasonably related to actual damages. It is further agreed, however, that application of liquidated damages hereunder shall not be Owner's exclusive remedy and shall not bar any other claim, cause of action, or remedy that Owner may have against Contractor under applicable law in the performance of this Contract.

It is understood that this project is funded by local a Contractor shall be subject to all laws and regulation funds.		
Enclosed is security as required, consisting ofbond) payable to the Roanoke Regional Airport Com	(cash, certified che ımission, in the amount of \$	ck, or bid
·		
This amount equals five percent of the total amount	bid submitted by the Contra	actor.
The Contractor shall be a licensed Class A Contracto of Virginia, shall list its registration number at the end and shall enclose a copy of its licensing certificate.	•	
This bid will remain valid and binding on Bidder for date of bid opening.	a period of forty five (45) o	lays from
PART A.  Lump sum price for demolition, renovation, and cor Upgrade, complete and in accordance with the Plans		1 Tenant
PART A =	Dollars ( <u>\$</u>	).
PART B. Unit Price No. 1: Asbestos Abatement: Provide all lab notifications, and permits necessary for the limited method the renovation area and disposal of all asbestos-conactivities as identified in the Scope of Work in accordand local regulations and contract documents. Incomaterials, transportation, and disposal of all waste metactivities. Pricing shall be complete and in accordance.	nastic demolition and remorn ntaining material prior to re dance with applicable fede clude cost of all labor, ed aterials generated during all be with the Plans and Speci	val within enovation eral, state quipment, batement ifications.
Estimated quantity of 16,645 SF @ \$	per SF = \$	
PART B =	Dollars ( <u>\$</u>	).

# PART C.

Unit Price No. 2: Asbestos Abatement: Provide all labor, equipment, materials, insurance, notifications, and permits necessary for the limited floor tile demolition and removal within the renovation area and disposal of all asbestos-containing material prior to renovation activities as identified in the Scope of Work in accordance with applicable federal, state and local regulations and contract documents. Include cost of all labor, equipment, materials, transportation, and disposal of all waste materials generated during abatement activities. Pricing shall be complete and in accordance with the Plans and Specifications.

PART C =	per er = \$ Dollars (\$	).
Total Contract Price Bid (PART A + PART the Building 51 Tenant Upgrades Project, in accordance with Contract Documents:	B + PART C) for all work a and all associated services	ssociated with
	(f)	,

nor SF - \$

Estimated quantity of 15 358 SE @ \$

Contract Time: One hundred forty-five (145) consecutive calendar days from effective date of Notice to Proceed.

For Liquidated Damages Contract Provision: See Section 4.B. of the Contract Form – Section D

# II. BIDDER CERTIFICATION OF LICENSURE AND LICENSURE OF SUBCONTRACTORS

The undersigned Bidder hereby covenants and agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to licensure of Bidder and all subcontractors who may be employed to perform the Work for the Roanoke Regional Airport Commission.

Bidder further represents and covenants: (i) that Bidder has verified that all subcontractors, currently identified in the Bid to perform a portion of the Work hold, or prior to performing any work at the airport, will hold required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; and, (ii) that if it is the Successful Bidder, Bidder shall verify that any additional subcontractors employed to perform the Work, subsequent to the date of this certification, shall hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses.

Bidder acknowledges and agrees that if it is awarded a contract for the Work, this Certification shall constitute a material part of Bidder's contract with the Commission and violation of the terms of this Certification shall constitute a breach of such Contract.

All persons signing this Bid, and thereby executing this Certification, on behalf of Bidder hereby warrant and represent that they have been duly authorized by proper action of

Bidder to execute this Certification, and that upon such execution, this Certification shall be binding upon and enforceable against Bidder.

# | QUALIFICATION OF BIDDERS

Each bidder shall fully complete the information below, which may be used in determining Bidder's competency and responsibility in accordance with the General Conditions.

FIRM:	
ADDRESS:	
PHONE:	FAX:
Contact in your firm	for inquiries:
Years of business up	nder present name:
	n:
Place of Incorporation	on:
	ties:
	ork specialties:
	_imits of firm:
List equipment avail	able for project:
Name of proposed o (5) years:	on-site Superintendent and relevant project experience during last five
(Complete next pa superintendent)	age for relevant project experience of proposed on-site project

# Relevant Project Experience for Proposed Superintendent

Type of Project and Date No.	<u>Responsibilities</u>	Contact Name/Phone
Bidder acknowledges and agreement to reject the above designate work if it determines that the adequate or good, and to reproposed superintendents, alountil the parties are in agreement.	ed individual as the propersions job experience equire bidder to provideng with their relevant job	ect superintendent for this and/or references are not e one or more alternative experience and references,
Has Firm:		
Failed to complete a contract	?	
Been involved in a bankrupto	y or reorganization?	
Pending judgment claims or	suits against Firm?	
(If answer is "yes" to any of the	ne preceding, submit detai	ls on separate sheet).
Contractor and all proposed subcrequired by this contract Yes		by VDOT to perform the work

List three (3) most recent contracts or subcontracts completed in the last five (5) years which included work similar to that required in this project.

Type of Project	Contract With Contact Person/ Phone No.	Contract <u>Amount</u>	Date <u>Completed</u>
List of key subcontracte	ors to be utilized on this p	project and their res	sponsibilities:

# IV. CERTIFICATION OF NON-COLLUSION

The undersigned bidder hereby certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

The undersigned bidder agrees to abide by all conditions of this bid and the person signing this bid on behalf of bidder hereby certifies that (s)he is authorized to sign this bid for the bidder.

V. COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION CERTIFICATE OF COVERAGE (Revised 04/05/12)

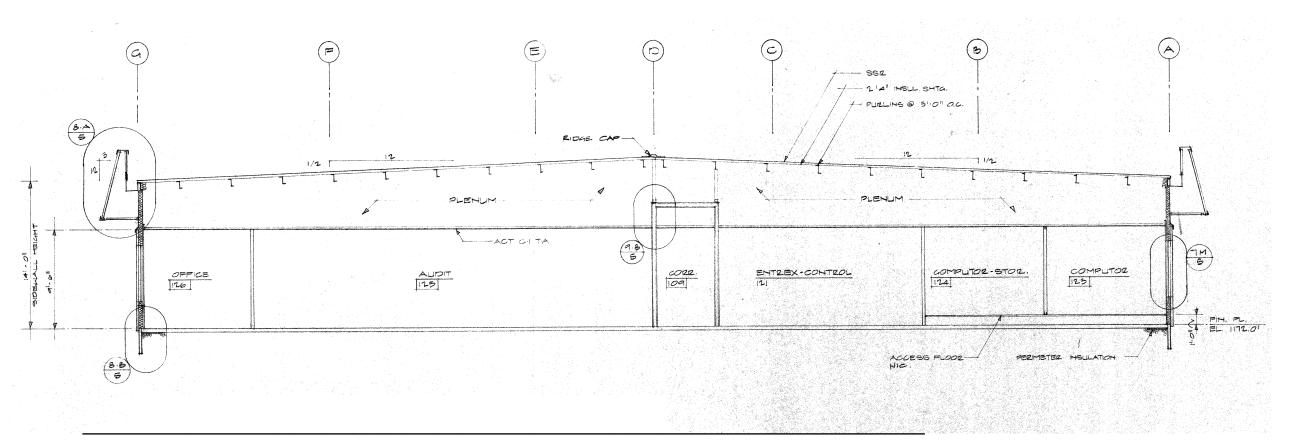
Section 2.2-4332, <u>Code of Virginia</u>, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance for the duration of the Work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies, or local governmental entities.

Satisfactory evidence of coverage on this form must be provided to the Commission prior to commencement of work.

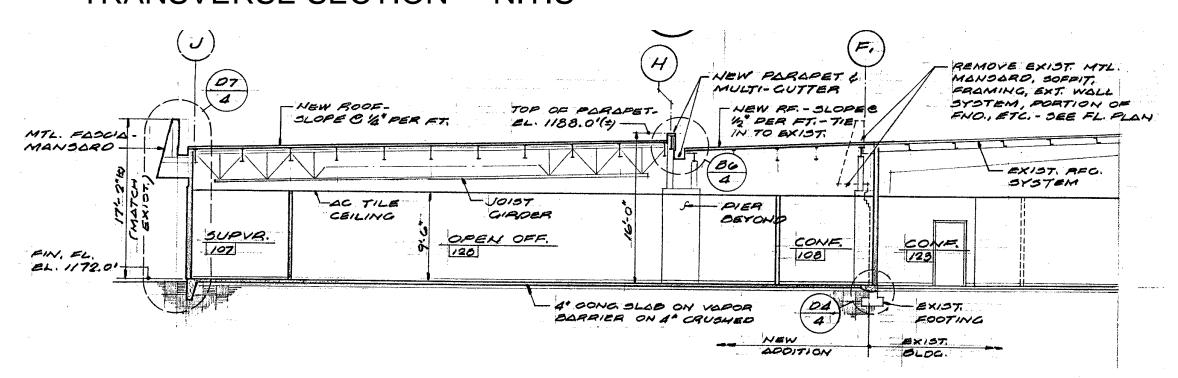
The undersigned organization stipulates that it:

	s workers' compensation insurance and is in compliance mpensation statues of the Commonwealth of Virginia Y	
	Insurance Company	
	Policy expiration date	, or
B. Is s	self insured for workers' compensation Yes.	
<b>BUSINE</b>	MPLIANCE WITH STATE LAW; FOREIGN AI SSES AUTHORIZED TO TRANSACT BUSIN NWEALTH	ND DOMESTIC NESS IN THE
offeror org pursuant otherwise Corporation required to domestic required by	to Virginia Code Section 2.2-4311.2 (effective July 1, 200 ganized or authorized to transact business in the Commoto Title 13.1 or Title 50 of the Code of Virginia, (1950), a required by law, is required to include in its bid or proposon Commission (SCC) Identification Number. Any bidder of the ober authorized to transact business in the Commonweat or foreign business entity under title Title 13.1 or Title 50 by law is required to include in its bid or proposal a statement or offeror is not required to be so authorized.	onwealth of Virginia as amended, or as al its Virginia State or offeror that is not lth of Virginia as a or as otherwise
Please co	mplete the following:	
A	Bidder/Offeror is a Virginia business entity organized and transact business in Virginia and such bidder's/offeror's Number is:	
В	Bidder/Offeror is an out-of-state (foreign) business entity transact business in Virginia and such bidder's/offeror's S	

SCC and such	or does not have an Identification Number issued to it by the bidder/offeror is not required to be authorized to transact
business in Vi	rginia by the SCC for the following reason(s):
	·
	sheets of paper if more space is needed to explain why such ed to be authorized to transact business in Virginia.
The undersigned hereby Contract Documents.	acknowledges the receipt of the following Addenda to the
Addendum No. One Issue	ed(DATE)
Addendum No. Two Issue	ed(DATE)
Addendum No. Three Issu	ued(DATE)
Addendum No. Four Issue	ed(DATE) ed(DATE)
Additional Tive 1994e	(5/(12)
<b>EACH BIDDER MUST</b>	COMPLETE AND SIGN THE INFORMATION
	ELSE ITS BID SHALL BE DETERMINED TO BE
NON-RESPONSIVE.	
	Complete Firm Name of Bidder
	Signature of Authorized Official
	Name & Title of Signing Official
Business Address:	
Telephone:	( )
	Area Code
Telefax:	( )
	Area Code
CONTRACTOR'S	VIRGINIA "CLASS A" CONTRACTOR NO:



# TRANSVERSE SECTION N.T.S



BUILDING SECTION 1993 ADDITION N.T.S.

BUILDING 51 TENANT UPGRADE EXISTING BUILDING SECTIONS

Designed
Drawn
Checked
Date 01/16/20

12813



ADDENDUM 001 SK-001

# Form 100 – Bid Bond for Construction Project (Revised 120112)

# ROANOKE REGIONAL AIRPORT COMMISSION BID BOND FOR CONSTRUCTION PROJECT

KNOW ALL MEN BY THESE PRESENTS: that

(Insert full name or legal title and address of Principal)
as Principal (hereinafter referred to as "Contractor"), and
(Insert full name or legal title and address of Surety),
as Surety (hereinafter referred to as "Surety"),
a corporation duly organized under the laws of the State of and legally authorized to do business in the Commonwealth of Virginia, are held and firmly bound unto the ROANOKE REGIONAL AIRPORT COMMISSION, 5202 Aviation Drive, Roanoke, Virginia 24012, as obligee (hereinafter referred to as "Commission"), in the amount of DOLLARS (\$ 00.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.
WHEREAS, Contractor has submitted to Commission a certain bid dated (Bid. No), to enter into a contract ("Contract") for the following construction project: at the Roanoke Blacksburg Regional Airport ("Bid"), including, without limitation and as may be applicable, the Invitation To Bid, Instructions to Bidders, General Conditions, completed Bid Forms, Specifications, Plans and Drawings, if any, which documents are referred to collectively as "Bid Documents" and are expressly incorporated herein by reference and made a part of this bond.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are as follows:

a. If the Contractor's Bid shall be rejected, or if said Bid shall be accepted and the Contractor shall timely deliver to Commission the Contract and all required documentation fully completed and properly executed in the form required in the Bid and Contract Documents, including all documents necessary to form a valid and binding contract, as determined by Commission, and, if Contractor shall in all other respects perform the obligations created by the acceptance of said Bid, then this obligation shall be null and void, otherwise this obligation and all provisions of this bond

> Page 1 of 3 - Form 100 Bid Bond for Construction Project

- shall remain in full 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 penalty amount of this bond.
- b. If Contractor's bid shall be accepted but Contractor shall fail to timely deliver to Commission all required documentation fully completed and properly executed in the form and as required in the Bid and Contract documents, or in any other respect fail to perform the obligations created by the acceptance of said Bid, as determined by Commission, Contractor and Surety shall defend, indemnify, and hold Commission harmless from and against any and all liability, loss, cost, damage, or expense, including reasonable attorney's fees and\or the cost of any other professional services, which Commission may incur or which may result from or be imposed upon Commission by reason of such failure.
- c. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall be in no way impaired or affected by any extension by Commission of the time within which Commission may accept such Bid, and the Surety does hereby expressly waive any notice of any such extension.
- d. The provisions of this bond shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision, Virginia law for determining governing law shall not apply to the provisions of this bond. Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of Commission to require a bond containing the provisions contained herein and they hereby further expressly waive any defense which they or either of them might interpose to any action brought hereon upon the ground that there is no law authorizing the Commission to require the provisions herein.
- e. This bond shall continue in full force and effect and shall not be deemed canceled or to have expired unless and until written notice of cancellation or expiration from Surety is received by Commission at least 90 calendar days prior to the effective date of such cancellation or expiration.
- f. Wherever possible, each provision of this bond shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this bond is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this bond shall remain operative and binding on the parties.

- g. Any suit or action hereunder shall be brought in a Virginia court of competent jurisdiction in and for the City of Roanoke, or in the United States District Court for the Western District of Virginia, Roanoke Division, and not elsewhere.
- h. This bond shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this bond shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this bond, and such principle or rule is expressly waived by the parties to this bond.
- i. Each party to this bond represents and covenants that the individual executing this bond on its behalf has full, unconditional authority to execute this bond and that, upon the signing of the bond by the authorized individual for each party, this bond shall become binding upon all parties

SIGNED and SEALED this day of		_, 20, in the pr	esence of:
		Contractor	
WITNESS:	By:		(Seal)
	(-	Type Name and Title	e)
		Surety	
WITNESS:	Ву:		(Seal)
		Attorney-In-Fact	
	(	Type Name and Title	e)

(SURETY: Affix seal and attach current power of attorney)

# Form No. 103 – Performance Bond for Construction Project (Bid) (Revised 120112)

# ROANOKE REGIONAL AIRPORT COMMISSION

# PERFORMANCE BOND FOR CONSTRUCTION PROJECT

KNOW ALL MEN BY THESE PRESENTS: that

(Insert full name or legal title and address of Contractor)
as Principal (hereinafter referred to as "Contractor"), and
(Insert full name or legal title and address of Surety)
as Surety (hereinafter referred to as "Surety")
a corporation duly organized under the laws of the State of and legally authorized to do business in the Commonwealth of Virginia, are held and firmly bound unto the ROANOKE REGIONAL AIRPORT COMMISSION, 5202 Aviation Drive, Roanoke, Virginia 24012, as Obligee (hereinafter referred to as "Commission"), in the amount of
DOLLARS (\$),
(Insert full dollar value of construction contract)
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.
WHEREAS, Contractor has entered into a contract with Commission, dated, as the successful bidder for the Project ("Project") at the Roanoke Blacksburg Regional Airport, Bid
Project ("Project") at the Roanoke Blacksburg Regional Airport, Bid No, in accordance with all contract documents for such Project, including, without limitation and as may be applicable, the Invitation to Bid, Instructions to Bidders, General Conditions, completed Bid Forms, Specifications, Plans and Drawings, if any, and the completed contract form, as well as all other covenants, agreements, and obligations to be performed or paid by Contractor, which documents are referred to collectively as the "Contract" and are expressly incorporated herein by reference and made a part of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly, faithfully, and fully perform the terms, conditions, and provisions of the Contract, in strict conformity with each and every requirement thereof, as determined by Commission, then this obligation shall be null and void; otherwise this obligation and provisions of this bond shall remain in full force and effect as stated herein.

- If the Contractor shall default, breach, or fail to promptly, faithfully, and fully a. perform any of the terms, conditions or provisions of the Contract, in strict conformity with each and every requirement thereof, as determined by Commission, Surety shall complete or provide for the completion of the Contract, subject to the approval of the Commission, in accordance with its terms and conditions, and Surety hereby agrees to defend, indemnify, and hold Commission harmless from and against any and all liability, loss, cost, damage or expense, including reasonable attorney's fees and/or the cost of any other professional services which Commission may incur or which may result from or be imposed upon Commission by reason of any default, breach, or failure of Contractor and/or its agents, servants, subcontractors or employees to so perform the Contract, and Surety shall pay and/or repay and reimburse the Commission promptly upon demand for any and all sums due to, paid out, or expended by or on behalf of Commission on account of or resulting from such default, breach, or failure to so perform any of the terms or conditions of the Contract within the time and in the manner therein provided, including, without limitation, any maintenance, warranty, or guarantee obligations in the Contract.
- b. Any alteration, amendment, modification, omission, addition, extension, or forbearance which may be made in or to the terms of the Contract, including, without limitation, the amount to be paid or the obligations to be performed under it, or the giving by the Commission of any extension of time for the performance of the Contract or any other forbearance of any nature whatsoever on the part of either the Commission or the Contractor to the other shall not in any way affect or release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors or assigns with regard to their obligations and liability hereunder. Notice of any such alteration, amendment, modification, omission, addition, extension, or forbearance is hereby expressly waived by Surety. Any delay, omission, or failure by Commission to call upon the Surety in any instance shall not release the Surety from any obligation hereunder.
- c. This Performance Bond shall be valid and continue in full force and effect and shall not be canceled or expire or be deemed to be canceled or have expired until all of Contractor's obligations under the Contract have been promptly, faithfully, and fully completed, as determined by Commission, including, without limitation, any maintenance, warranty, and guarantee obligations, as determined by Commission.

- d. The obligations evidenced herein shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.
- e. Any suit or action hereunder shall be brought in a Virginia court of competent jurisdiction in and for the City of Roanoke, Virginia, or in the United States District Court for the Western District of Virginia, Roanoke Division, and not elsewhere.
- f. The provisions of this bond shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision, Virginia law for determining governing law shall not apply to the provisions of this bond. The Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Commission to require a bond containing the provisions contained herein, and they do hereby further expressly waive any defense which they or either of them might interpose to any action brought hereon upon the ground that there is no law authorizing the Commission to require the provisions herein.
- g. Wherever possible, each provision of this bond shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this bond is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this bond shall remain operative and binding on the parties.
- h. This bond shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this bond shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this bond, and such principle or rule is expressly waived by the parties to this bond.
- i. Each party to this bond represents and covenants that the individual executing this bond on its behalf has full, unconditional authority to execute this bond and that, upon the signing of the bond by the authorized individual for each party, this bond shall become binding upon all parties

SIGNED and SEALED this day of	, 20, in the presence of:		
	Contractor		
WITNESS:	By: (Seal)		
	(Type Name and Title)		
	Surety		
WITNESS:	By: (Seal)		
	Attorney-In-Fact		
	(Type Name and Title)		

(SURETY: Affix seal and attach current power of attorney)

# Form No. 108 – Labor and Material Payment Bond for Construction Project (Bid) (Revised 071614)

# ROANOKE REGIONAL AIRPORT COMMISSION

# LABOR AND MATERIAL PAYMENT BOND FOR CONSTRUCTION PROJECT

KNOW ALL MEN BY THESE PRESENTS: that
(Insert full name or legal title and address of contractor)
as Principal (hereinafter referred to as "Contractor"), and
(Insert full name or legal title and address of surety)
as Surety (hereinafter referred to as "Surety')
a corporation duly organized under the laws of the State ofand legally authorized to do business in the Commonwealth of Virginia, are held and firmly bound unto the Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012 as Obligee (hereinafter referred to as "Commission"), in the amount of DOLLARS (\$00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.
WHEREAS, Contractor has entered into a contract with Commission dated for Bid No for the
Construction Project ("Project") at Roanoke Blacksburg Regional Airport, in accordance with all contract documents for such Project, including, without limitation and as may be applicable, the Advertisement, Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary Conditions, completed Bid Forms, Specifications, Plans and Drawings, if any, and the completed contract form, as well as all other covenants, agreements, and obligations to be performed or paid by Contractor, which documents are referred to collectively as the "Contract" and are expressly incorporated herein by reference and made a part of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly pay or cause to be paid all persons and entities for all labor, materials, and/or services furnished or supplied in furtherance of the Project and/or the work provided for in the Contract, as determined by Commission, then this

obligation shall be null and void; otherwise, this obligation and all provisions of this bond shall remain in full force and effect as stated herein.

- a. If Contractor shall fail to promptly pay or cause to be paid all persons and entities for all labor, materials, and/or services furnished or supplied in furtherance of the Project and/or the work provided for in the Contract, as determined by Commission, Surety shall defend, indemnify, and hold Commission harmless from and against any and all liability, loss, cost, damage, or expense, including reasonable attorney's fees, which Commission may incur or which may result from or be imposed upon Commission by reason of such failure.
- b. Any alteration, amendment, modification, omission, addition, extension, or forbearance which may be made in or to the terms of the Contract, including, without limitation, the amount to be paid or the obligations to be performed under it, or the giving by the Commission of any extension of time for the performance of the Contract or any other forbearance of any nature whatsoever on the part of either the Commission or the Contractor to the other shall not in any way affect or release the Contractor and/or the Surety, or their heirs, executors, administrators, successors or assigns with regard to their obligations and liability hereunder. Notice of any such alteration, amendment, modification, omission, addition, extension, or forbearance is hereby expressly waived by Surety. Any delay, omission, or failure by Commission to call upon the Surety in any instance shall not release the Surety from any obligation hereunder.
- c. Surety and Contractor hereby jointly and severally agree that this bond shall be for the protection of claimants who have and fulfill contracts to supply labor, materials, and/or services, to the Contractor or to any subcontractors, in furtherance of the Project and/or the work provided for in the Contract and shall be conditioned upon the prompt payment for all materials, labor, and/or services furnished supplied or performed in furtherance of the Project and/or the work provided for in the Contract. "Labor and materials" hereunder shall include, without limitation, services, public utility services, and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Project site.

Any claimant who has a direct contractual relationship with the Contractor and who has performed labor or furnished material in accordance with the Contract in furtherance of the work provided in the Contract for which this bond has been given, and who has not been paid in full before the expiration of 90 days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which it claims payment, may bring an action on this bond to recover any amount due it for the labor or material. The obligee named in the bond need not be named a party to the action.

Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the Contractor, may bring an action on this bond only if it has given written notice to the Contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which it 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 Contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where its 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 subsection.

Any action on this bond shall be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

The parties intend that the provisions hereof describing who is entitled to bring an action as a claimant on this bond shall be consistent with, but not limited by, sections 2.2-4337.A.2 and 2.2-4341 of the Virginia Public Procurement Act, Code of Virginia (1950), as amended ("Act") and that the Act and this bond be read together. To the extent any provision hereof describing who is entitled to bring an action as claimant on this bond is prohibited by any provision of sections 2.2-4337.A.2 and\or 2.2-4341 of the Act, as amended, the provision(s) of those sections of the Act, as amended, shall govern and control.

- d. Any suit or action hereunder shall be brought in a Virginia court of competent jurisdiction in and for the City of Roanoke, Virginia or in the United States District Court for the Western District of Virginia, Roanoke Division, and not elsewhere.
- e. This bond shall continue in full force and effect and shall not be deemed canceled or to have expired unless and until all of Contractor's obligations to make payments for labor and materials provided, furnished or supplied in furtherance of the Project have been satisfactorily fulfilled, as determined by Commission, or this bond is otherwise terminated in accordance with its terms or applicable law.
- f. The obligations evidenced herein shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.
- g. The provisions of this bond shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision, Virginia law for determining governing law shall not

apply to the provisions of this bond. The Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Commission to require a bond containing the provisions contained herein, and they do hereby further expressly waive any defense which they or either of them might interpose to any action brought hereon upon the ground that there is no law authorizing the Commission to require the provisions herein.

- h. Wherever possible, each provision of this bond shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this bond is held illegal or uneforcable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this bond shall remain operative and binding on the parties.
- i. This bond shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this bond shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this bond, and such principle or rule is expressly waived by the parties to this bond.
- j. Each party to this bond represents and covenants that the individual executing this bond on its behalf has full, unconditional authority to execute this bond and that, upon the signing of the bond by the authorized individual for each party, this bond shall become binding upon all parties

SIGNED and SEALED this	day of	, 20	, in the presen	ce of:
			Contractor	
WITNESS:		Ву:		(Seal)
		(Type Name and Title)		
		Surety		
WITNESS:		Ву:		(Seal)
		Attorney-In-Fact		

(SURETY: Affix seal and attach current power of attorney)		(Type Name and Title
\ <u></u>	(SURETY: Affix seal and	attach current power of attorney)



# **REQUEST FOR INFORMATION**

Pre-Bid Questions:

RFING	1		
TO:	Thompson & Litton, Inc. 726 Auburn Avenue Radford, VA 24141 FAX: (540) 633-1896 Email: <u>mturner@T-L.com</u>	From:	F&S Building Innovations Inc 2944 Orange Ave NE Roanoke, Virginia 24012
Date:	1/15/2020	Please	Respond By: <u>ASAP</u>
	roject No.: 12813 t Name: Building 51 – Ten	_ lant Upgrade	
BID FO 1. Pag Bid to b 2. Pag "Co requ a. V b. C c. S	quest the following information/clariform QUESTIONS: e 66 of the Project Manual has the Bond on the same page. Is this a respect e separated? e 63 of the Project Manual toward ntractor and all proposed subcontratived by this contract Yes Now will checking "No" disqualify the bid and the Contractor/Subcontractors ince this project regards construction ansportation, may the prequalificat	end of the Bid Form normal practice for V the middle of the Bid actors are prequalified?	DOT now? Or do they need d Form posts the statement: ed by VDOT to perform the work the bid, if necessary? em directly involved with
	D: Bernardo Dacal-Teijeiro	TITLE: <u>Estim</u>	
Gener 1. Sep 2. Pre	eal Response: VDOT requirements parate Bid Bond forms have been paration by VDOT is not required liftication. The prequalification required	provided as part of accept of accept the contract of accept the cont	ddendum 001. ecking "NO" will not be a