

**DATE: February 1, 2012**

**ADDENDUM NO.4**

**WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS  
INVITATION FOR BIDS 12-0020  
Modular Educational Classroom Trailers-Berkeley and Hornsby Middle Schools**

This Addendum is issued to provide clarification of the bonds associated with this bid. . Please contact Kitty Hall, Purchasing Director, email: [khall@james-city.va.us](mailto:khall@james-city.va.us) if you have any questions.

1. Bid Bond
  - By submitting a Bid Bond, a Contractor is committing to entering a contract based on its bid. Typically, this is based on a percentage of the bid price. It expires once a contract is executed between the parties. For a lease arrangement the 'sale price' is not easily determined because there are one-time charges, a monthly lease amount and teardown & removal fees. For this bid we recommend that the 'sale price' be based on the first year's lease amount (monthly lease x 12) plus the set-up charge for the (5) trailers. The bid bond would be 5% of this amount.
  
2. Performance & Payment Bonds
  - The Performance and Payment bonds ensure the Contractor completes the project as contracted and pays all of its sub-contractors. It terminates at occupancy or when the customer accepts the building and when lien releases have been submitted for all sub-contractors. Again the basis for the Bond amount is an issue. We recommend it be based on the set-up charge for the 5 buildings.

**This Addendum 4 is incorporated into the Bid Documents and will be made part of the resulting contract.**

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_ (Five Percent) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver an Agreement in the Form of Agreement attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS shall appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Virginia.

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, hereinafter called the Contractor and \_\_\_\_\_ a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto \_\_\_\_\_ as Owner, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

**PAYMENT BOND**

Bond No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Contractor and \_\_\_\_\_ a corporation duly  
organized and existing under and by virtue of the laws of the State \_\_\_\_\_, hereinafter called  
the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held  
and firmly bound unto \_\_\_\_\_ as Owner, in the sum  
of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for  
payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and  
each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the  
Owner dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors,  
and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in  
the Agreement, and any authorized extension or modification thereof, including all amounts due for  
materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in  
connection with the construction of the Work, and all insurance premiums on the Work, and for all labor  
performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise  
to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be  
performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive notice of  
any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the  
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: \_\_\_\_\_ (Seal)

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.