



ADDENDUM 1

Date: February 17, 2015
Project: Waterfront Park Boardwalk Replacement
To: All bidders
From: BPRW Project Coordinator, Jon Adams-Kollitz

The following questions were received in person at the optional pre-bid site visit on 2/19/2015 and via telephone:

1. Are there bonding requirements?

Yes, bid, performance & payment bond forms are attached & completed bid bond must be submitted with proposals

2. Is the design component limited to the as-built drawings?

Yes. If structural deficiencies are revealed during construction, structural design drawings may be necessary to properly permit and execute repairs.

3. Does BPRW want elevations on the as-builts?

Yes. Please include benchmarked elevations at all corners and points of intersection with adjacent paving & every 20' along centerline of length (north-south) of main walkway

4. Is BPRW open to other styles of hidden fasteners?

Yes. Please include them as an add-alternate in your proposal and include rationale for their use.

5. Is April 15, 2015 a hard (funding driven, etc.) deadline?

This deadline is not funding driven, but is firm based on event schedule for Waterfront Park

6. Is there a square footage of decking?

The approximate square footage of existing decking is 16,000 square feet. It is the responsibility of the bidder to accurately measure the existing boardwalk in the field and include that measurement in proposal

7. Are the planed 3 sides specification for decking boards required for the pressure treated 2" x 6" option?

No. It is assumed that the pressure treated decking will be stock item, planed on all 4 sides.



8. What type of pressure treatment is specified for pressure treated decking?

All pressure treated material shall be ACQ-C

9. Can the deadline for proposals be extended?

Yes. The new deadline is Friday, February 20, 2015 at noon.

BID BOND

KNOWN BY ALL BY THESE PRESENT, that we, the undersigned,

_____ as Principal, and _____ as _____

Surety, are hereby held and firmly bound unto City of Burlington as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally find ourselves, successors and assigns.

Signed this _____ day of _____, 2015.
The Condition of the above obligation in such that whereas the

Principal has submitted to City of Burlington a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Waterfront Park Boardwalk Replacement

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for their faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, 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 those present to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Performance Bond

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____ **City of Burlington** _____
(Name of OWNER)

_____ **645 Pine St, Suite B, Burlington, Vermont 05401** _____
(Address of OWNER)

hereinafter called OWNER, and the in the aggregate penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

Waterfront Park Boardwalk Replacement _____.

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by

the OWNER, provided however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the contract.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise 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 or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include and alteration, addition, extension, or modification of any character whatsoever.

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, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2015.

ATTEST:

Principal

(Principal Secretary)

(SEAL)

By: ___(s)

Address: _____

Witness as to Principal

Address: _____

Surety

ATTEST:

By: _____
Attorney-in-Fact

Witness as to Surety

Address: _____

Address: _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the PROJECT is located.

Payment Bond

KNOW ALL MEN OR WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Burlington
(Name of OWNER)

645 Pine St., Suite B, Burlington, Vermont 05401
(Address of OWNER)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of __, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

Waterfront Park Boardwalk Replacement

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor costs incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed

thereunder or the SPECIFICATIONS accompanying the same shall in any wise 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 or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the list of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this, the _____ day of _____ 2015.

ATTEST:

(Principal Secretary)

(SEAL)

Witness as to Principal

Address: _____

ATTEST:

Witness as to Surety

Address: _____

Principal

By: _____(s)

Address: _____

Surety

By: _____
Attorney-in-Fact

Address: _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the PROJECT is located.