

CONTRACT

THIS AGREEMENT, made and entered into this, the 11th day of June, 2013, by and between the **City of Suffolk**, Virginia, a Municipal Corporation, whose principal office is the Municipal Center, 441 Market Street, Suffolk, VA 23434, hereinafter called "**OWNER**", party of the first part, and Tidewater Utility Construction, Inc., with an office located at 1616 Centerville Turnpike, Suite 216, Virginia Beach, VA 23464 hereinafter referred to as "**CONTRACTOR**", party of the second part.

The **CONTRACTOR** did on the 28th day of May, 2013, submit a sealed bid to perform the services stipulated in accordance with specifications and conditions entitled **WILROY ROAD WATER EXTENSION PROJECT (DPU NO. 532.120), IFB # 2013-00094-MC**, hereinafter referred to as "**PROJECT**", which by reference is made a part hereof.

It is mutually understood and agreed by the parties hereto that the Invitation to Bid inviting Contractors to bid as published; the Conditions of Contract (General, Special, Supplemental and other conditions as they may be titled); the General and Detailed Drawings and Specifications; the Bid; the Performance Bond; the Labor and Materials Payment Bond; the Anti-collusion/Nondiscrimination/Drug Free Workplace Clauses; all of the proceedings by the governing body of the **OWNER** pertaining to the subject matter of this Contract; and all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

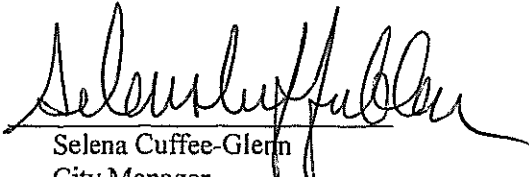
In consideration of the following mutual agreements and covenants to be kept by each party:

- A.. The **CONTRACTOR** agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the Contract Documents for a sum of \$ 704,012.50 subject to adjustment as provided in said documents.

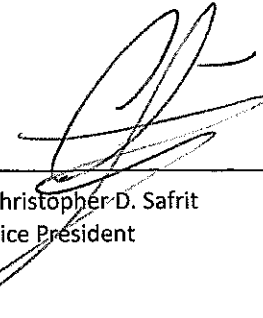
- B. The CONTRACTOR shall commence and complete the work with adequate force and equipment as specified in the Notice to Proceed. The CONTRACTOR shall fully guarantee his/her workmanship and materials furnished for a period of one (1) year following the date of final acceptance of the work. The Performance and Payment Bonds shall remain in full force for this one (1) year period. As a condition of final acceptance, the CONTRACTOR, shall have executed, and submit to the OWNER, the "Warranty of Construction" and the "Lien and Claims Release" forms that have been attached to these Contract Documents.
- C. If said work is not completed within the time stated in the Notice to Proceed, the CONTRACTOR shall be liable and hereby agrees to pay to the OWNER as liquidated damages, and not as a penalty, the amount of **five hundred dollars (\$500.00)** per calendar day for each and every part of a day thereafter that said work remains substantially incomplete. The City reserves the right, at its sole discretion, to deduct liquidated damages from any outstanding amount due the Contractor.
- D. Monthly payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto. The OWNER shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.
- E. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the City and the Contractor that any modifications or additions to this agreement shall be made only by the full execution of the OWNER's standard Contract Change Order Form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to the OWNER's execution of its standard Contract Change Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by the OWNER.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

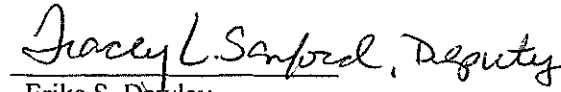
CITY OF SUFFOLK, VA

BY: 
Selena Cuffee-Glenn
City Manager

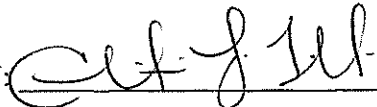
CONTRACTOR

BY: 
Christopher D. Safrit
Vice President

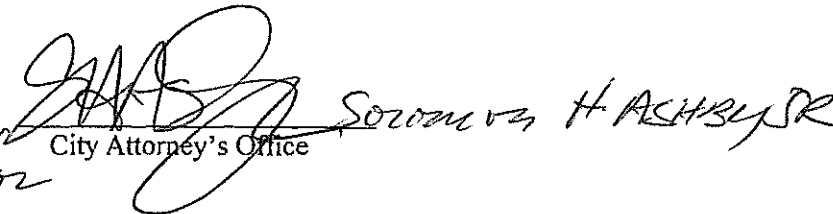
ATTEST:

BY: 
Erika S. Dawley
City Clerk

ATTEST:

BY: 
Print Name : Christina L. Tumminelli
Title: Secretary

APPROVED AS TO FORM

BY: 
for City Attorney's Office Sorozin vs H. ASHBY SR