

CONTRACT

THIS AGREEMENT, made and entered into this, the 14th day of November, 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 Precision Pipe Inc., with an office located at 2521 Engagement Court, Ste. 103, Virginia Beach, VA 23453 hereinafter referred to as "CONTRACTOR", party of the second part.

The CONTRACTOR did on the 30th day of October, 2013, submit a sealed bid to perform the services stipulated in accordance with specifications and conditions entitled **Lake Speight Colony Neighborhood Sewer Improvements, IFB #2014-00024-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:

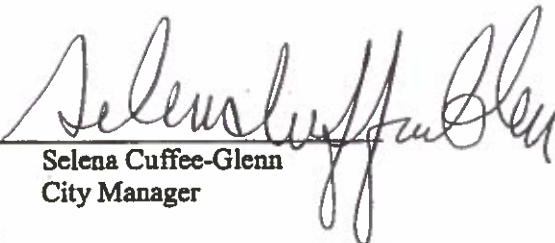
- A.. The CONTRACTOR agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the Contract Documents for a sum of \$ 1,712,023.00 subject to adjustment as provided 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 as 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


CONTRACTOR

BY: 
Selena Cuffee-Glenn
City Manager

BY: 
Rick Callahan, president


ATTEST:

ATTEST:

BY: 
Erika S. Dawley
City Clerk

BY: 
Print Name: Ava Jones
Title: Administrative Assistant

APPROVED AS TO FORM

BY: 
Solomon H. Ashbey
City Attorney's Office

BID FORM
(Addendum No. 2)

TO: Purchasing Division
441 Market Street, Room 105
Suffolk, VA 23434-5237

BID: Lake Speight Colony Neighborhood Sewer
Improvements
IFB#2014-00024-MC

DUE: October 30, 2013

TIME: 3:00p.m. Local

Precision Pipe, Inc. (Company) quotes firm price(s) below, to furnish all labor, materials equipment, transportation, licenses, permits, and fees required to provide the Lake Speight Colony Neighborhood Sewer Improvements to the limits shown on the drawings in accordance with all specifications, terms conditions, and drawing herein.

It is the intent of the City to award the bid in total. Should total costs exceed that budgeted for the projects, the City reserves the right to negotiate price with the lowest responsive and responsible bidder.

Lake Speight Colony Neighborhood Sewer Improvements					
Bid Item Number	Item	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization (Up to 5% of the Total Base Bid)	LS	1	\$ 63,000.00	\$ 63,000.00
2	Sewer Pump Station	LS	1	\$ 420,000.00	\$ 420,000.00
3	8" Sanitary Sewer (DI)	LF	2,903	\$ 98.00	\$ 284,494.00
4	8" Sanitary Sewer (PVC)	LF	2,147	\$ 69.00	\$ 148,143.00
5	6" Sewer Force Main (DI)	LF	1,026	\$ 35.00	\$ 35,910.00
6	Sanitary Sewer Manhole (4-ft diameter)	EA	13	\$ 4,430.00	\$ 57,590.00
7	Sanitary Sewer Manhole (5-ft diameter)	EA	8	\$ 7,450.00	\$ 59,600.00
8	Inside Drop Manhole	EA	2	\$ 9,000.00	\$ 18,000.00
9	Sanitary Sewer Lateral (PVC & DI)	EA	72	\$ 1,900.00	\$ 136,800.00
10A	Trenchless Crossing (Austin Dr.)	LS	1	\$ 33,000.00	\$ 33,000.00
10B	Trenchless Crossing (Lake Speight Dr.)	LS	1	\$ 33,000.00	\$ 33,000.00

Lake Speight Colony Neighborhood Sewer Improvements

Bid Item Number	Item	Unit	Quantity	Unit Cost	Total Cost
11	Manual Air Release Valve	EA	1	\$ 1,600.00	\$ 1,600.00
12	Temporary Pavement Patch	SY	2,215	\$ 75.00	\$ 166,125.00
13	Pavement Milling and Surface Overlay	SY	11,876	\$ 11.00	\$ 130,636.00
14	Select Fill Material (Type A) (As Authorized by Owner)	CY	3,625	\$ 21.00	\$ 76,125.00
15	Select Fill Material (Type B) Type 21-A (As Authorized by Owner)	TON	1,000	\$ 26.00	\$ 26,000.00
16	Additional Undercut Excavation and Bedding (As Authorized by Owner)	CY	500	\$ 44.00	\$ 22,000.00
TOTAL BID AMOUNT (Bid Item Nos. 1 through 16, inclusive)					<u>(\$1,712,023.00)</u>

Determination of low bidder shall be based on the TOTAL BID AMOUNT