



CITY OF SUFFOLK

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ADDENDUM NO. 3

**City of Suffolk
IFB #16012-AT
June 6, 2016**

**Purchasing Division
442 W. Washington Street, Room 1086
Suffolk, VA 23434-5237
Phone: (757) 514-7520 / Fax: (757) 514-7524
<http://www.suffolkva.us/purchasing>**

Bridge Replacements Arthur Drive (Route 643)

The Invitation for Bid (IFB) issued May 13, 2016, has been amended as follows:

1. Items #50-60 of the General Conditions were previously omitted. They should be on pages 72-75 of the original document.
2. **Bid opening has been changed to Wednesday, June 8, 2016 at 3:00 p.m.**

Contract Officer: _____


Amy Trahan, Buyer I

If you have any questions regarding this Addendum, please contact Amy Trahan, Buyer I at atraham@suffolkva.us.

50. **SEPARATE CONTRACT:** THE OWNER RESERVES THE RIGHT TO LET OTHER CONTRACTS IN CONNECTION WITH THIS WORK. THE CONTRACTOR SHALL AFFORD OTHER CONTRACTORS REASONABLE OPPORTUNITY FOR THE INTRODUCTION AND STORAGE OF THEIR MATERIALS AND THE EXECUTION OF THEIR WORK, AND SHALL PROPERLY CONNECT AND COORDINATE HIS WORK WITH THEIRS.

IF ANY PART OF THE CONTRACTOR'S WORK DEPENDS FOR PROPER EXECUTION OR RESULTS UPON THE WORK OF ANY OTHER CONTRACTOR, THE CONTRACTOR SHALL INSPECT AND PROMPTLY REPORT TO THE OWNER ANY DEFECTS IN SUCH WORK THAT RENDER IT UNSUITABLE FOR SUCH PROPER EXECUTION AND RESULTS. HIS FAILURE SO TO INSPECT AND REPORT SHALL CONSTITUTE AN ACCEPTANCE OF THE OTHER CONTRACTOR'S WORK, AS FIT AND PROPER FOR THE RECEPTION OF HIS WORK, EXCEPT AS TO DEFECTS WHICH MAY DEVELOP IN THE OTHER CONTRACTOR'S WORK AFTER THE EXECUTION OF HIS WORK.

TO INSURE THE PROPER EXECUTION OF HIS SUBSEQUENT WORK, THE CONTRACTOR SHALL MEASURE WORK ALREADY IN PLACE AND SHALL AT ONCE REPORT IN WRITING TO THE OWNER ANY DISCREPANCY BETWEEN THE EXECUTED WORK AND THE DRAWINGS.

51. **SUBCONTRACTS:** THE CONTRACTOR SHALL, WITHIN TEN (10) DAYS AFTER THE SIGNATURE OF THE CONTRACT, NOTIFY THE OWNER IN WRITING OF THE NAMES OF SUBCONTRACTORS PROPOSED FOR THE WORK AND SHALL NOT EMPLOY ANY THAT THE OWNER MAY WITHIN TEN (10) DAYS AFTER RECEIPT OF NOTIFICATION OBJECT TO AS INCOMPETENT OR UNFIT OR ANY THAT APPEAR ON THE HUD AREA OFFICE CONSOLIDATED LIST OF DEBARRED, SUSPENDED, AND INELIGIBLE CONTRACTORS.

THE CONTRACTOR AGREES THAT HE IS AS FULLY RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS SUBCONTRACTORS AND PERSONS EITHER DIRECTLY OR INDIRECTLY EMPLOYED BY THEM AS HE IS FOR THE ACTS OR OMISSIONS OF PERSONS DIRECTLY EMPLOYED BY HIM.

WITH THE EXCEPTION OF SUBCONTRACTS FOR LESS THAN TEN THOUSAND DOLLARS (\$10,000) EACH, AND SUBCONTRACTS WITH A MANUFACTURER OR A FABRICATOR, ANY AGREEMENT BETWEEN THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL REQUIRE OF THE SUBCONTRACTOR A PAYMENT BOND WITH SURETY THEREON IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE WORK SUBLET TO THE SUBCONTRACTOR, WHICH SHALL BE CONDITIONED UPON THE PAYMENT TO ALL PERSONS WHO HAVE AND FULFILL, CONTRACTS WHICH ARE DIRECTLY WITH THE SUBCONTRACTOR FOR PERFORMING LABOR AND/OR FURNISHING MATERIALS IN THE PROSECUTION OF THE WORK PROVIDED FOR IN THE SUBCONTRACT, AND TO PAY THOSE PERSONS WHO FURNISH LABOR AND/OR MATERIALS AS AFORESAID. IN THE EVENT THE CONTRACTOR FAILS TO REQUIRE SAID BOND, ANY PERSON WHO HAS AND FULFILLS A CONTRACT DIRECTLY WITH SUCH SUBCONTRACTOR IN PERFORMING LABOR AND/OR FURNISHING MATERIALS IN THE PROSECUTION OF THE WORK PROVIDED FOR IN THE SUBCONTRACT SHALL HAVE A DIRECT RIGHT OF ACTION AGAINST THE OBLIGORS AND SURETIES ON THE PAYMENT BOND REQUIRED OF THE CONTRACTOR.

PAYMENTS TO SUBCONTRACTOR(S) SHALL BE MADE IN ACCORDANCE WITH § 2.2-4354 OF CODE OF VIRGINIA (1950), AS AMENDED. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, INTEREST SHALL ACCRUE AT THE RATE OF ONE PERCENT (1%) PER MONTH.

NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE ANY CONTRACTUAL RELATION BETWEEN ANY SUBCONTRACTOR AND THE OWNER.

52. **AGREEMENT CONSTRUED UNDER VIRGINIA LAWS:** THE AGREEMENT AND BOND GIVEN TO SECURE IT ARE TO BE EXECUTED AND PERFORMED IN THE COMMONWEALTH OF VIRGINIA AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA.
53. **NONDISCRIMINATION OF CONTRACTORS:** A BIDDER, OFFEROR, OR CONTRACTOR SHALL NOT BE DISCRIMINATED AGAINST IN THE SOLICITATION OR AWARD OF THIS CONTRACT BECAUSE OF RACE, RELIGION, COLOR, SEX NATIONAL ORIGIN, AGE OR DISABILITY OR AGAINST FAITH-BASED ORGANIZATIONS. IF THE AWARD OF THIS CONTRACT IS MADE TO A FAITH-BASED ORGANIZATION AND AN INDIVIDUAL, WHO APPLIES FOR OR RECEIVES GOODS, SERVICES, OR DISBURSEMENT PROVIDED PURSUANT TO THIS CONTRACT OBJECT TO THE RELIGIOUS CHARACTER OF THE FAITH-BASED ORGANIZATION FROM WHICH THE INDIVIDUAL RECEIVES OR WOULD RECEIVE THE GOODS, SERVICES, OR DISBURSEMENTS, THE PUBLIC BODY SHALL OFFER THE INDIVIDUAL, WITHIN A REASONABLE PERIOD OF TIME AFTER THE DATE OF HIS OBJECTION, ACCESS TO EQUIVALENT GOODS, SERVICES, OR DISBURSEMENTS FROM AN ALTERNATIVE PROVIDER.
54. **EXECUTIVE ORDERS:** CONTRACTOR AND ALL SUBCONTRACTORS WITH CONTRACTS IN EXCESS OF \$10,000 SHALL ABIDE BY THE REQUIREMENTS UNDER EXECUTIVE ORDERS NO. 11246 AND 11375, AS SUPPLEMENTED IN DEPARTMENT OF LABOR REGULATIONS (41 CFR CHAPTER 60), INCLUDING SPECIFICALLY THE PROVISIONS OF EQUAL OPPORTUNITY CLAUSE AND SUBMITTAL OF WRITTEN AFFIRMATIVE ACTION PROGRAM. THE CONTRACTOR MUST CERTIFY THAT SEGREGATED FACILITIES ARE NOT PROVIDED OR MAINTAINED.
55. **COPELAND "ANTI-KICKBACK" ACT:** CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874) AS SUPPLEMENTED IN DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 3).
56. **CONTRACTORS WORK HOURS AND SAFETY STANDARDS:** CONTRACTOR AND ALL SUBCONTRACTORS WITH CONTRACTS IN EXCESS OF \$2,000 SHALL COMPLY WITH SECTIONS 103 AND 107 OF THE CONTRACTORS WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330) AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)
57. **CLEAR AIR ACT:** CONTRACTOR AND ALL SUBCONTRACTORS WITH CONTRACTS IN EXCESS OF \$100,000 SHALL COMPLY WITH APPLICABLE STANDARDS, ORDERS, PROVISIONS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT SECTION 508 OF THE CLEAN WATER ACT, EXECUTIVE ORDER 11738, AND

ENVIRONMENTAL PROTECTION AGENCY REGULATIONS (40 CFR PART 15) OR IN ACCORDANCE WITH SUCH APPLICABLE SUCCESSOR PROVISIONS TO THE ABOVE.

58. **ENERGY EFFICIENCY:** CONTRACTOR SHALL COMPLY WITH ALL MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (PUB. L. 94-163).
59. **LIQUIDATED DAMAGES:** TIME IS OF THE ESSENCE ON THIS CONTRACT. FAILURE OF THE CONTRACTOR TO COMPLETE THE WORK WITHIN THE TIME ALLOWED WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH CONSECUTIVE CALENDAR DAY IN EXCESS OF THE TIME SPECIFIED FOR COMPLETION OF THE WORK, THE CONTRACTOR SHALL PAY TO THE CITY, OR HAVE WITHHELD FROM MONIES DUE IT, THE SUM PER CALENDAR DAY AS STIPULATED IN THE CONTRACT.

EXECUTION OF THE CONTRACT UNDER THESE SPECIFICATIONS SHALL CONSTITUTE AGREEMENT BY THE CITY AND CONTRACTOR THAT THIS AMOUNT PER DAY IS THE MINIMUM VALUE OF THE COSTS AND ACTUAL DAMAGE CAUSED BY FAILURE OF THE CONTRACTOR TO COMPLETE THE WORK WITHIN THE ALLOTTED TIME, THAT SUCH SUM IS LIQUIDATED DAMAGES AND SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

PERMITTING THE CONTRACTOR TO CONTINUE AND FINISH THE WORK OR ANY PART THEREOF AFTER THE CONTRACT TIME OR ADJUSTED CONTRACT TIME, AS PERTINENT, HAS EXPIRED SHALL IN NO WAY OPERATE AS A WAIVER ON THE PART OF THE CITY OR ANY OF ITS RIGHTS UNDER THE CONTRACT.

PAYMENT OF LIQUIDATED DAMAGES SHALL NOT RELEASE THE CONTRACTOR FROM OBLIGATIONS IN RESPECT TO THE FULFILLMENT OF THE ENTIRE CONTRACT, NOR SHALL THE PAYMENT OF SUCH LIQUIDATED DAMAGES CONSTITUTE A WAIVER OF THE CITY'S RIGHT TO COLLECT ANY ADDITIONAL DAMAGES WHICH MAY BE SUSTAINED BY FAILURE OF THE CONTRACTOR TO CARRY OUT THE TERMS OF THE CONTRACT, IT BEING THE INTENT OF THE PARTIES THAT SAID LIQUIDATED DAMAGES BE FULL AND COMPLETE PAYMENT ONLY FOR FAILURE OF THE CONTRACTOR TO COMPLETE THE WORK ON TIME.

60. **ADVERSE WEATHER DELAY:** ADJUSTMENTS TO CONTRACT TIME FOR ABNORMAL WEATHER CONDITIONS WILL BE MADE BASED ONLY ON THE NUMBER OF ADVERSE WEATHER DAYS, AS DEFINED HEREIN, THAT OCCUR IN EXCESS OF THE ANTICIPATED NUMBER OF ADVERSE WEATHER DAYS, PER MONTH.

(A) AN ADVERSE WEATHER DAY IS DEFINED AS A 24-HOUR PERIOD, FROM MIDNIGHT TO MIDNIGHT ON A SCHEDULED WORK DAY, WHEN PRECIPITATION IN EXCESS OF 0.50 INCHES OCCURS AT THE PROJECT SITE. PRECIPITATION WILL BE MEASURED USING THE G. ROBERT HOUSE WATER TREATMENT PLANT'S EXISTING RAIN GAUGE AND WILL BE RECORDED BY

THE PLANT OPERATORS AT MIDNIGHT EACH DAY. EACH SCHEDULED WORK DAY (EXCLUDING CITY HOLIDAYS) WITH A RAINFALL TOTAL IN EXCESS OF 0.50 INCHES, AS RECORDED AT MIDNIGHT BY THE PLANT STAFF, WILL BE ACCEPTED AS AN ACTUAL ADVERSE WEATHER DAY.

- (B) THE NUMBER OF ANTICIPATED ADVERSE WEATHER DAYS EACH MONTH ARE SHOWN IN THE FOLLOWING TABLE. THE CONTRACTOR'S CONSTRUCTION SCHEDULE MUST INCLUDE THESE ANTICIPATED ADVERSE WEATHER DAYS.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS											
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
6	4	4	3	4	4	4	3	3	3	3	5

- (C) WHEN THE NUMBER OF ACTUAL ADVERSE WEATHER DAYS IN A MONTH EXCEEDS THE ANTICIPATED ADVERSE WEATHER DAYS NOTED IN THE PRECEDING TABLE, THEN THE DIFFERENCE BETWEEN THE ANTICIPATED AND THE ACTUAL ADVERSE WEATHER DAYS WILL BE THE NUMBER OF ADDITIONAL CALENDAR DAYS THAT WILL BE GRANTED TO THE CONTRACTOR FOR COMPLETION OF THE WORK DUE TO ABNORMAL WEATHER.
- (D) WHEN THE NUMBER OF ACTUAL ADVERSE WEATHER DAYS IN A MONTH IS EQUAL TO OR LESS THAN THE ANTICIPATED ADVERSE WEATHER DAYS NOTED IN THE PRECEDING TABLE, THEN NO ADJUSTMENT TO THE CONTRACT TIMES WILL BE MADE DUE TO ABNORMAL WEATHER.
- (E) THE NUMBER OF ACTUAL AND ANTICIPATED ADVERSE WEATHER DAYS WILL BE COMPARED AFTER THE END OF EACH CALENDAR MONTH AND ANY ADJUSTMENTS TO THE CONTRACT TIME RESULTING FROM ABNORMAL WEATHER WILL BE MADE ON A MONTHLY BASIS, IF APPROPRIATE. ACTUAL ADVERSE WEATHER DAYS WILL NOT CARRY FORWARD ACROSS CALENDAR MONTHS.
- (F) IN ACCEPTING THIS FORMULA FOR ADJUSTING THE CONTRACT TIME FOR ABNORMAL WEATHER CONDITIONS, THE CONTRACTOR ACCEPTS THAT NO OTHER BASIS FOR ADJUSTING THE CONTRACT TIME DUE TO ABNORMAL WEATHER (INCLUDING BUT NOT LIMITED TO EXTREME HEAT, EXTREME COLD, AND FROZEN GROUND CONDITIONS) WILL BE ALLOWED BY THE OWNER OR PURSUED BY THE CONTRACTOR