CONTRACT DOCUMENTS

FOR

College Drive Sidewalk Improvements
UPC: 107268
IFB: 16102-CN

CITY OF SUFFOLK
FINANCE DEPARTMENT / PURCHASING DIVISION
442 WEST WASHINGTON STREET
SUFFOLK, VA  23434-5237

PREPARED BY:

CLARKNEXSEN

4525 Main Street
Suite 1400
Virginia Beach, Virginia 23462
757/455-5800
Fax 757/455-5638
http://www.clarknexsen.com

June 23, 2016
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Section A (Submit with Bid)
INVITATION FOR BIDS

City of Suffolk
UPC: 107268
IFB: 16102-CN
June 26, 2016

Purchasing Division
442 West Washington Street
Suffolk, VA 23434-5237

Phone: (757) 514-7523/ Fax: (757) 514-7524
http://apps.suffolkva.us/bids/

College Drive Sidewalk Improvements

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Senior Buyer listed below, until the time and date shown below (local prevailing time), for furnishing the items or services described in the bid.

SCOPE OF WORK – The Work to be performed under this contract generally consists of the following: to furnish all labor, materials, equipment, supplies, permits and fees for the construction of sidewalk. QC testing according to LAP Manual revised April 2015. The project involves the installation of a five (5) foot to four (4) foot wide concrete sidewalk adjacent to College Drive to connect two existing sidewalks located at the entrance to Chipotle restaurant and the southeast corner of the intersection of College Drive and Lake View Parkway. Construction will include installation of concrete sidewalk, concrete sidewalk pile cap, steel sheet piling and concrete footings to support the concrete sidewalk span, installation of erosion control measures, removal and disposal of guardrail, and furnishing and installing all appurtenant and incidental materials and equipment, complete-in-place, in accordance with the College Drive Sidewalk Improvements Contract Documents. This project is partially funded with State monies. All laws/regulations/procedures applicable to State purchasing will apply. Addendums, award information, etc. may be downloaded from the City’s Purchasing Division’s Bid Board website (http://apps.suffolkva.us/bids/). Only VDOT prequalified contractors may bid on this project. Issuance of Notice to Proceed will be contingent upon the city obtaining Right of Entry throughout the entire project limits.

Mandatory Pre-Bid Conference: 10:00 a.m. July 6, 2016
Bid Due: 3:00 a.m. July 19, 2016

Contract Officer: Cindy Norfleet, CPPB, Senior Buyer, cnorfleet@suffolkva.us

The Senior Buyer is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer’s attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

**AN ORIGINAL SECTION "A" AND ONE DUPLICATE COPY IS REQUESTED AS SUBMITTAL**

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: __________________________________________________________
Address: ________________________________________________________________
City / State / Zip: _________________________________________________________
Telephone: ____________________________ FAX No.: __________________________
E-mail: _________________________________________________________________
Print Name: _____________________________________________________________
Signature: ____________________________ Date: _______________________________

(This form must be signed. All signatures must be original and not photocopies.)

IFB # 16102-CN
BID DOCUMENTS

Bid Documents shall be obtained from the office of Clark Nexsen, 4525 Main Street, Suite 1400, 23462, (757) 455-5800, and will only be issued as complete sets, for a non-refundable fee of $75.00 per set. Payment will be accepted in the form of cash or check made payable to “Clark Nexsen” only. Credit cards will not be accepted, nor will separate invoices be issued.

Firms requesting direct delivery of Bid Documents shall include separate payment for a non-refundable handling fee of $25.00 per set, made payable to “Clark Nexsen”, and by providing a Federal Express or UPS Account Number. Delivery service shall be at the requesting firm's expense.

Bid Documents may also be obtained in electronic .pdf format, free of charge, through direct electronic transfer. Requests for bid documents in electronic format may be made by submitting an e-mail request to cyi@clarknexsen.com. Firms requesting electronic format bid documents must provide a contact name, name of firm they represent with mailing address, and an e-mail address for receipt of electronic files. Firms requesting electronic transfer will receive an e-mail link for direct download from Clark Nexsen’s Newforma Project Center.

Questions concerning this project must be in writing and addressed to the Contract Officer stated herein; and, must be received no later than five (5) business days preceding the date that the bids are accepted.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at 10:00 a.m. local prevailing time on July 6, 2016 in the Public Works Conference Room, Suite 2036, of City Hall, 442 West Washington Street, Suffolk, VA 23434.

BID OPENING

Bids shall be publicly opened and read aloud on the date that the bids are accepted. Public opening of the bids will be held at 3:00 p.m. on July 19, 2016 (local prevailing time), in Conference room 3, Room 2099, of City Hall, 442 West Washington Street, Suffolk, VA 23434. BIDS MUST BE SUBMITTED IN THE PURCHASING DIVISION, ROOM 1086, PRIOR TO THE 3:00 OPENING.

LIQUIDATED DAMAGES

If said work for the Final Completion is not completed within 180 calendar days from the Notice to Proceed, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, the amount in accordance with VDOT Standard 108.07b 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.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.
1. **Use of Form**: All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of a conflict with published requirements, the bid may be considered non-responsive. The City’s published specifications shall supersede any additional writings submitted with the bid. Such additional writings shall be clearly marked and noted as an exception.

2. **Submittals**: All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all required pages may result in a determination that the submittal is non-responsive.

3. **Late Bids**: Bids and amendments thereto, if received by Purchasing after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.

4. **City Hall Closure**: If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.

5. **Acceptance of Bid**: Receipt of the bid by the City is not to be construed as an award or an order to ship.

6. **Offer/Acceptance**: Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.

7. **Withdrawal of Bids**: Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

   Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person, electronically, or by certified mail.

8. **Addenda**: If issued, addenda to this solicitation will be posted on the Purchasing website (http://www.suffolkva.us/bids/index.jsp). It is the bidder’s responsibility to check the website or to contact the Purchasing division prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
9. **Governing Document**: The solicitation document maintained by Purchasing in the bid file shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.

10. **Award**: Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids. Determination of low bid shall be determined by the audited figure shown on the pricing page titled ‘Total Bid.’ In case of error in the extension of prices, the unit price shall govern.

11. **Negotiation**: Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within the available funds.

12. **Announcements**: Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City’s web site:  (http://apps.suffolkva.us/bids/)

13. **City’s Rights**: The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.

14. **Cooperative Agreements**: If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor’s responsibility to notify the jurisdictions of the availability of contract(s).

15. **Prices**: Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.

16. **Corrections**: All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.

17. **Delivery**: The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.

18. **Samples**: Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder’s risk and expense.

19. **Brand Names**: The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision “or approved equal”. If
qualified by the provision “or equal” the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City’s sole judgment if a substitute product offered is an approved equal and acceptable.

20. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer’s stock model shall be furnished.

21. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

22. **Capacity of bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.

23. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

24. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.

25. **Indemnification:** Bidder/Offeror shall defend and indemnify the City, and the City’s employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney’s fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Bidder/Offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, the City’s employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Bidder/Offeror. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Bidder/Offeror or any of the Bidder/Offeror’s officers, shareholders, employees, agents, consultants, subconsultants, or any other person or entity acting on behalf of the Bidder/Offeror. Unless otherwise
provided by law, the Bidder/Offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor (Consultant) under workers’ compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

26. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

27. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

28. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.

29. **Contractor’s License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

   One hundred twenty thousand dollars ($120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars ($750,000) or more shall show evidence of being licensed as a Class A Contractor.

   Ten thousand dollars ($10,000) or more, but less than one hundred twenty thousand dollars ($120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars ($150,000) or more, but less than seven hundred fifty thousand dollars ($750,000) shall show evidence of being licensed as a Class B Contractor.

   Over one thousand ($1,000) but less than ten thousand ($10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars ($150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:
30. **Payment Terms**: Payment terms shall be ‘Net 45’ days, from the date of Contractor invoice approval by the City.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor’s correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor’s invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

Contractor shall submit invoices in duplicate, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The City prefers to make payment with the City's Purchasing Card. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment? Yes____ No____

31. **Default**: In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.

32. **Availability of Funds**: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City’s extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

33. **Appeals Procedure**: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
34. **Faith-based Organizations**: The City of Suffolk does not discriminate against faith-based organizations.

35. **Anti-Discrimination**: By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over $10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of Section a, b, and c above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

36. **Drug-Free Workplace**: During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every
subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

37. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

38. **Independent Contractor**: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

39. **Scheduling and Delays**: The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor’s direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor’s award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City’s control, the above waiver or release shall not apply.

40. **Governing Law**: This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

41. **Severability**: If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

42. **Termination for Convenience**: The City may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.
Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor’s Bid Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

43. **Termination for Cause**: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor’s Bid/Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work completed or in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

44. **Contact Prohibition**: Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

45. **Additional Conditions**: The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is ‘non-responsive’ to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

46. **Contractor Failure to Perform**: Failure of the Contractor to perform the contract by reason of the City’s non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
47. **Conflict**: In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by Purchasing, the contract documents shall control.

48. **Records and Inspection**: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.

49. **Rights and Remedies Not Waived**: In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.

50. **Entire Agreement**: This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

51. **Conflicts of Interests**: Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.

52. **Responsibility of Contractor**: The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.

53. **Changes and Additions**: It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.
It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City’s standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City’s execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.

54. **Exemption from Taxes:** The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City’s tax exempt status will be furnished by the City of Suffolk upon request.

55. **Debarment Status:** By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

56. **Safety:** All Contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

57. **License Requirement:** All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue’s Office, telephone (757) 514-4260 or email comrev@suffolkva.us.

58. **Contractor’s Form:** In cases where the City may accept the Contractor’s form agreement, whereas certain standard clauses that may appear in the Contractor’s form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor’s form contract, the City’s contract addendum shall prevail over the terms of the Contractor’s agreement in the event of a conflict.

59. **Bidder Qualifications:** Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract.
• For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
• Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
• Contractor does not meet project-specific requirements, as identified in the Contract Documents

60. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

61. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City, except as clearly noted.

62. **Competition Intended:** It is the City’s intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder’s responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Contract Officer prior to the date set for bids to close.

63. **Default on Taxes:** No bid or proposal will be accepted from, or any Contract awarded to, any person, firm, or corporation that is in arrears, or in default to the City upon any debt or Contract, or that is a defaulter as surety, or otherwise upon any obligation to the City.

64. **Ethics in Procurement**

Bidders, offerors, contractors or consultants must provide written disclosure with their bid or proposal if one of your officers, directors, trustees, partners, employees, or lenders is an employee or officer of the City of Suffolk or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Procurement Act) who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than $5,000 annually from the bidder, Offeror, contractor or consultant.

65. **Insurance**

The successful bidder shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must extend reporting period for
two (2) years after expiration date.

a. **General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. **Minimum Limits**

   General Liability:
   - $2,000,000 General Aggregate Limit
   - $2,000,000 Products & Completed Operations
   - $1,000,000 Personal and Advertising Injury
   - $1,000,000 Each Occurrence Limit
   - $1,000,000 Fire Damage Limit
   - $5,000 Medical Expense Limit

b. **Automobile Liability**

Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

1. **Minimum Limits**

   Automobile Liability:
   - $1,000,000 Combined Single Limit
   - $5,000 Medical Expense Limit

c. **Workers’ Compensation**

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, $100,000/$500,000/$100,000

d. **Umbrella/Excess Liability**

$2,000,000 umbrella/excess liability coverage

e. **Coverage Provisions**

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.

2. The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as “additional insured” as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror’s insurance shall be primary over any applicable insurance or self-insurance maintained by the City.

4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.

6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its’ officers/officials, agents, employees and volunteers.

7. The insurer shall agree to waive all rights of subrogation against the City, its’ officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

8. The offeror shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its’ behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:\VII. If A.M. Best rating is less than A:\VII or self-insured-pool, approval must be received from City’s Risk Manager.

All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.
BID FORM

TO: Purchasing Division
442 West Washington Street
Suffolk, VA 23434-5237

BID: College Drive Sidewalk Improvements

DUE: July 19, 2016
TIME: 3:00 p.m., Local

(Company) quotes firm price(s) below, exclusive of all state sales taxes, to furnish all labor, materials, QC testing according to LAP manual revised April 2015, equipment, transportation, licenses, permits, and fees required to provide installation of concrete sidewalk and all appurtenances and incidental materials and equipment, complete and in place in accordance with all specifications, terms, conditions, and drawings herein.

Bidder agrees to begin the Work within ten (10) days of Notice to Proceed and that the project will be completed within 180 calendar days of the Notice to Proceed. Issuance of Notice to Proceed will be contingent upon the city obtaining Right of Entry throughout the entire project limits.

The bids will be evaluated and awarded based on the lowest responsive and responsible bidder based on TOTAL BID price. See Items 10 and 11 under Conditions and Instructions for further information.

SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>VDOT SPEC</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICES</th>
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<td>513</td>
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<td>3</td>
<td>504</td>
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<td>Inlet Protection, Type B</td>
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<td>Tree Protection</td>
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<td>512</td>
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</table>

**TOTAL BID**
REFERENCES
Indicate below a listing of at least three (3) recent references for which you have provided similar services. Include the date that services were furnished and the name, address, and phone number of the person we have your permission to contact.

<table>
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<tr>
<th>Client/Address</th>
<th>Date</th>
<th>Contact Person</th>
<th>Phone No.</th>
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Company Name: ________________________________
Address: ____________________________________
City / State / Zip: _____________________________
Person Quoting: ____________________________ Title: ____________________
Telephone: _______________________________ FAX No.: ____________________
E-mail: ______________________________ Mobile No.: ____________________
Social Security Number or FIN Number: ____________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Upon Receipt of a Notice of Award, or a Notice of Intent to Award, the successful bidder shall submit the completed forms in Section B of the Invitation for Bids, within 15 working days. Failure to comply and enter into a contract may be cause to take action against the bidder’s bond and make award to the next lowest bidder. Such action will not restrict the City against seeking other remedies as may be allowed.

Bidder agrees to begin the Work within ten (10) days of Notice to Proceed, and that Final Completion shall be on or before one hundred and eighty (180) consecutive calendar days after the Notice to Proceed date.
Bidder has examined copies of all the Bid Documents including the following Addenda:

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I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to further claims against the City of Suffolk that the document were incomplete or not understandable.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature: 
Date: 

(Person signing bid should show title or authority to bind the firm in a contract.)
ANTICOLLUSION / NONDISCRIMINATION / DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:
IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:
DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:
1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
   A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
   B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
   C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
   D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder: ____________________________ Date: ____________________________
By: _____________________________________________ Signature In Ink ____________________________
Printed Name: ____________________________
Telephone Number: ( ______ ) Title: ____________________________
Fax Phone Number: ( ______ )
FIN/SSN#: ____________________________

Is your firm a "minority" business? ☐ Yes ☐ No If yes, please indicate the "minority" classification below:
☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut
☐ Other; Please Explain: ____________________________

Is your firm Woman Owned? ☐ Yes ☐ No
Is your firm a Small Business? ☐ Yes ☐ No
PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ______ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _________________________________.

B. ______ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _________________________________.

C. ______ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

__________________________________________
Legal Name of Company (as listed on W-9)

__________________________________________
Legal Name of Offeror/Bidder

__________________________________________
Date

__________________________________________
Authorized Signature

__________________________________________
Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION
EXCEPTION PAGE

EXCEPTIONS:
Check the appropriate statement below, as applicable:

(  ) Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: ________________________________________________________________
Date: ________________________________________________________________

(  ) Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below and return with this bid):

Firm: ________________________________________________________________
Date: ________________________________________________________________
Exceptions: __________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

Bid Results

For a complete written tally sheet, please go to our website:
http://apps.suffolkva.us/bids/
BID BOND

KNOW ALL MEN BY THOSE PRESENT: That we, the undersigned:

____________________ as Principal, and ________________

____________________ as

Surety, acknowledge ourselves held and firmly bound unto the City of Suffolk, Virginia, in the just and full sum of five percent (5%) of the maximum amount of accompanying bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the Principal has submitted a bid, dated ________________________________, 20____, for College Drive Sidewalk Improvements, IFB# 16102-CN.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this __________ day of _____________________________, 20__. 

________________________
CONTRACTOR

BY ______________________________
SEAL

ATTEST:

________________________

________________________
SURETY

BY ______________________________
SEAL

ATTEST:

________________________

________________________
Resident Virginia Agent of Surety

Submit with Power of Attorney
Section B *(To be filled out and returned by the Successful Bidder after Notice of Award)*
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned ___________________________, as Principal, and ___________________________, as Surety, acknowledge ourselves held and firmly bound unto the City of Suffolk, Virginia as Obligee, in the amount of ___________________ dollars, ______________for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said ______________________________________________ did, on the _____ day of _______________________, 20____, enter into a contract with the City of Suffolk, Virginia for the College Drive Sidewalk Improvements, IFB# 16102-CN, which said contract is by reference made a part hereof, is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects promptly and faithfully comply with and fulfill all the terms and conditions of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the Contract or extension of time made by the City.

Whenever principal shall be, and declared by Obligee to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly

   1. Complete the Contract in accordance with its terms and conditions, or

   2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and Surety jointly of the lowest
responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this _____ day of ___________________, 20_____.

CONTRACTOR

BY ____________________________

Signature of Authorized City, Partner or Officer

SURETY

BY ____________________

Attorney In Fact

*Attach Original Power of Attorney*
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, ________________________

______________________________________________________________, as Principal, and

___________________________________________________________________________, as Surety,

acknowledge ourselves held and firmly bound unto the City of Suffolk, Virginia as Obligee in the amount of ________________________________ Dollars (_____________) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said _________________________________ _______ did, on the _____ day of

_______________, 20_____, enter into a contract with the City of Suffolk, Virginia, for the College Drive Sidewalk Improvements, IFB# 16102-CN, which said contract is by reference made a part hereof, as fully and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to also include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period ninety (90) days after the date on which the last of such claimant's work or
labor was done or performed, or materials were furnished by such claimant, may sue on this bond for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

A. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice of the following: The Principal, the City, and the Surety above named, within ninety (90) days after such claimant did or performed the last 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 or certified mail, postage prepaid, in an envelope addressed to the Principal, City and 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 on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this 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.

C. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is
situated, or in the United States District Court for the district in which the
Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or
payments made in good faith hereunder, inclusive of the payment by Surety of
mechanics' liens, which may be filed of record against said improvement, whether or not
claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this ______ day of ______________________, 20______.

________________________________       Contractor

BY ____________________________________

ATTEST:

______________________________________

___________________________________       Surety

BY ___________________________________

ATTORNEY-IN-FACT

______________________________________

Resident Virginia Agent of Surety
(if original agent is non-resident)

Submit with Power of Attorney

APPROVED AS
TO FORM

City Attorney
CONTRACT

THIS AGREEMENT, made and entered into this, the _____ day of ________________ , 20_____, by
and between the City of Suffolk, Virginia, a Municipal Corporation, whose principal office is the
Municipal Center, 442 West Washington Street, Suffolk, VA  23434, hereinafter called "CITY", party of
the first part, and _______________________, with an office located  at
____________________________________________________hereinafter referred to as
"CONTRACTOR", party of the second part.

The CONTRACTOR did on the _____ day of ________________ , 20_____, submit a sealed bid to
perform the services stipulated in accordance with specifications and conditions entitled College Drive
Sidewalk Improvements, IFB# 16102-CN, 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 CITY 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, quality control testing, insurance, taxes, utilities and
services necessary to perform all items set forth in the Contract Documents for a sum of
$_________________ 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 two (2) years following the date of final acceptance of the work. The Performance and Payment Bonds shall remain in full force for this two (2) year period. As a condition of final acceptance, the CONTRACTOR, shall have executed, and submit to the CITY, the “Warranty of Construction” and the “Lien and Claims Release” forms that have been attached to these Contract Documents.

C. If said work for the Final Completion is not completed within 180 calendar days from the Notice to Proceed, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, the amount in accordance with VDOT Standard 108.07b 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.

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 CITY’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 CITY’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 CITY.
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: _______________________
   Patrick Roberts
   City Manager

CONTRACTOR

BY: _______________________

ATTEST:

BY: _______________________
   Erika S. Dawley
   City Clerk

Print Name: _______________________
Title: _______________________

APPROVED AS TO FORM

BY: _______________________
   City Attorney’s Office
CITY OF SUFFOLK
CHANGE ORDER FORM

Contract No: __________
Change Order No. ______

Existing PO: ______

Account #:________________________           Amount:   _____________
Account #:________________________           Amount:   _____________
Account #:________________________           Amount:   _____________

DATE:                      _________________________________
PROJECT:               _________________________________
CONTRACTOR:      _________________________________

The following changes are hereby made to the CONTRACT DOCUMENTS (Use Additional
Sheets if Necessary):

Original Contract Date: ................................................_________________
Original Contract Price: ..............................................._________________
Amount of Prior Change Orders: ..........................................._________________
This Change Order: ......................................................_________________
Cumulative Change Orders: .................................................._________________ (______% of original
contract amount)
Revised Contract Amount: .................................................._________________

Reason for Change Order:
Original contract completion date was:
The new completion date for all work is:

REQUIRED APPROVALS:

Submitted by: ___________________________ Contractor
Accepted by: ___________________________ Department Head
Funds Available: ___________________________ Finance
Procurement Approval: ___________________________ Purchasing Agent

Approval if greater than 10% of original contract: ___________________________ City Manager

Justified/Approved by Council
If greater than 25% ___________________________ City Manager
GENERAL CONDITIONS
Rev: 02/20/2013

1. DEFINITION OF TERMS:

(A) The "contract documents" shall consist of the items identified in sections A, B and C herein, addenda, notice of award, notice to proceed, including all modifications thereto incorporated in any of the documents before and after execution of the agreement.

(B) The word "city" is used to designate the duly constituted municipal government of the city of Suffolk, Virginia, acting through the properly authorized representatives.

(C) The word "engineer" shall mean the engineer designated by the city, whether acting directly or through properly authorized agents, inspectors or representatives of the engineer, acting within the scope of duties entrusted to them. In the event the city should not require the services of the engineer for contract administration or inspections, then the powers, duties, and responsibilities conferred herein to the engineer shall be construed to be those of the city.

(D) The word "bidder" shall be used to designate any party or parties submitting in proper form a bid to perform the work hereinafter specified. The successful bidder, selected by the city to perform the work specified, will thereafter be known as the contractor.

(E) The word "contractor" is used to designate the party or parties contracting to perform the work or his or their heirs, executors, administrators, successors, or assigns.

(F) The word "superintendent" shall be used to designate the person appointed by the contractor, acting under his instructions and in direct charge of the work for the contractor.

(G) The term "subcontractor" shall mean any individual, firm or corporation having a direct contract, with the contractor or with any other subcontractor for performance of any part of the work.

(H) The term "work" shall include labor, materials, equipment, transportation, supervision, or other facilities, duties, or incidentals necessary to complete the project in compliance with the terms of the contract documents.

(I) The word "project" shall mean the entire construction to be performed as provided in the contract documents.
"PROJECT AREA" SHALL MEAN THE AREA WHERE WORK IS BEING PERFORMED FOR THE CITY OF SUFFOLK, VIRGINIA.

"WRITTEN NOTICE" SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF DELIVERED IN PERSON TO THE INDIVIDUAL OR TO A MEMBER OF THE FIRM OR TO AN OFFICER OF THE CORPORATION FOR WHOM IT IS INTENDED, OR IF DELIVERED AT OR SENT BY REGISTERED MAIL TO THE LAST BUSINESS ADDRESS KNOWN TO HIM WHO GIVES THE NOTICE.


THE WORD "ADDENDUM" SHALL MEAN A MODIFICATION OF THE CONTRACT DOCUMENTS ISSUED IN WRITING BY THE ENGINEER OR CITY PRIOR TO THE OPENING OF THE BIDS.

THE TERM "CHANGE ORDER" SHALL MEAN A MODIFICATION OF THE CONTRACT REQUIREMENTS ISSUED IN WRITING BY THE CITY SUBSEQUENT TO THE FORMAL EXECUTION OF THE CONTRACT DOCUMENTS.

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE CONTRACT. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL "DAYS" SHALL BE CONSTRUED TO MEAN CALENDAR DAYS.

THE WORDS "SUBSTANTIAL COMPLETION" SHALL MEAN THE WORK (OR A SPECIFIED PORTION THEREOF) HAS PROGRESSED TO THE POINT WHERE, IN THE OPINION OF THE ENGINEER, IT IS SUFFICIENTLY COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SO THAT THE WORK CAN BE UTILIZED FOR THE PURPOSES FOR WHICH IT WAS INTENDED.

THE TERM "OR APPROVED EQUAL" PERTAINS TO THE USE OF MATERIALS CURRENTLY ACCEPTED BY THE DEPARTMENTS OF PUBLIC UTILITIES AND PUBLIC WORKS. ITEMS NOT CURRENTLY ACCEPTED MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO INCORPORATION IN THE WORK.

THE TERM "FORCE ACCOUNT" SHALL MEAN WORK NOT SHOWN ON THE PLANS OR REQUIRED BY THE CONTRACT DOCUMENTS THAT IS NECESSARY FOR THE COMPLETION OF THE CONTRACT, WHICH SHALL BE CONSIDERED ADDITIONAL WORK AND WILL BE PAID FOR IN THE MANNER SET FORTH HEREINAFTER.

THE TERM "FIELD ORDER" SHALL MEAN A WRITTEN ORDER ISSUED BY ENGINEER WHICH ORDERS MINOR CHANGES IN THE WORK WHICH ARE COMPATIBLE WITH THE DESIGN CONCEPT OF THE COMPLETED PROJECT AS A FUNCTIONING WHOLE AS INDICATED BY THE CONTRACT DOCUMENTS.
BUT WHICH DOES NOT INVOLVE A CHANGE IN CONTRACT PRICE OR THE CONTRACT TIMES.

(T) THE TERM "SIGNIFICANT CHANGE" SHALL MEAN A CHANGE IN CONTRACT PRICE OR THE CONTRACT TIMES. WHEN THE CHARACTER OF THE WORK AS ALTERED DIFFERS MATERIALLY IN KIND OR NATURE FROM THAT INVOLVED OR INCLUDED IN THE ORIGINAL PROPOSED CONSTRUCTION.

2. **EXECUTION, CORRELATION, AND INTENT OF CONTRACT DOCUMENTS**: THE CONTRACT DOCUMENTS SHALL BE EXECUTED BY THE CITY AND THE CONTRACTOR IN SUCH NUMBERS AS REQUIRED BY THE CITY.

THE CONTRACT DOCUMENTS ARE COMPLEMENTARY AND WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY FOR THE PROPER EXECUTION OF THE WORK. IT IS NOT INTENDED, HOWEVER, THAT MATERIALS OR WORK NOT COVERED BY OR PROPERLY INFERABLE FROM ANY HEADING, BRANCH, CLASS, OR TRADE OF THE SPECIFICATIONS SHALL BE SUPPLIED UNLESS DISTINGUISHABLY NOTED ON THE DRAWINGS. MATERIALS OR WORK DESCRIBED IN WORDS WHICH SO APPLIED HAVE A WELL-KNOWN TECHNICAL OR TRADE MEANING SHALL BE HELD TO REFER TO SUCH RECOGNIZED STANDARDS. THE DESIGNATION "ARCHITECTURAL," "STRUCTURAL," "ELECTRICAL," AND THE LIKE, IN THE DRAWING TITLES ARE PROVIDED FOR CONVENIENCE ONLY, AND ARE NOT INTENDED TO DEFINE THE WORK TO BE DONE BY ANY TRADES OR SUBCONTRACTORS.


THE SUBMISSION OF A BID SHALL BE PRIMA FACIE EVIDENCE THAT THE BIDDER THOROUGHLY UNDERSTANDS THE DRAWINGS, TERMS OF THE SPECIFICATIONS, AND HAS MADE HIMSELF FAMILIAR WITH ALL FEDERAL AND STATE LAWS, LOCAL LAWS, ORDINANCES, AND REGULATIONS WHICH IN ANY MANNER AFFECT THE WORK OR ITS PROSECUTION.

4. **CONSTRUCTION STANDARDS**: THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE BUILDING CODES AND STANDARDS AND ALL CONSTRUCTION MATERIALS AND PROCEDURES SHALL COMPLY WITH ALL GENERALLY ACCEPTED INDUSTRY STANDARDS. CONSTRUCTION STANDARDS SHALL INCLUDE, BUT ARE NOT LIMITED TO THE LATEST EDITION, AND ALL REVISIONS THERETO, OF THE FOLLOWING: BASIC BUILDING CODE - BUILDING OFFICIALS AND CODE ADMINISTRATION (BOCA), VIRGINIA UNIFORM STATEWIDE BUILDING CODE, AND VIRGINIA DEPARTMENT OF TRANSPORTATION'S (VDOT)
ROAD AND BRIDGE SPECIFICATIONS DATED 2007; ROAD AND BRIDGE STANDARDS DATED 2011; WORK AREA PROTECTION MANUAL DATED JANUARY, 2011; MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD); COMMONWEALTH OF VIRGINIA/STATE BOARD OF HEALTH – WATERWORKS REGULATIONS; AMERICAN WATER WORKS ASSOCIATION; CITY OF SUFFOLK, DEPARTMENT OF PUBLIC UTILITIES CONSTRUCTION SPECIFICATIONS AND STANDARDS FOR WATER AND SANITARY SEWERAGE FACILITIES; CITY OF SUFFOLK PUBLIC FACILITIES MANUAL. SHOULD CONFLICTS OCCUR WITH THE STANDARDS AND THE SPECIFICATIONS SET FORTH HEREIN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY SHALL DETERMINE WHICH SHALL BE APPLICABLE; GENERALLY THE MORE RESTRICTIVE SHALL APPLY AND WAIVER OF ANY REQUIREMENTS SET FORTH BY THE STANDARDS WILL BE AT THE DISCRETION OF THE CITY.

5. **DETAILED DRAWINGS AND INSTRUCTIONS:** THE ENGINEER SHALL FURNISH WITH REASONABLE PROMPTNESS, ADDITIONAL INSTRUCTION, BY MEANS OF DRAWINGS OR OTHERWISE, NECESSARY FOR THE PROPER EXECUTION OF THE WORK. ALL SUCH DRAWINGS AND INSTRUCTIONS SHALL BE CONSISTENT WITH THE CONTRACT DOCUMENTS. WHERE SIZES ARE NOT MARKED PLAINLY ON THE DRAWINGS, THE SIZE OF CORRESPONDING PARTS MAY BE FOLLOWED, OR THE ENGINEER WILL DETERMINE THE SIZES WHEN DIMENSIONS ARE ENTIRELY OMITTED.

THE CONTRACTOR SHALL VERIFY ALL FIGURES ON THE PLANS AND WILL BE RESPONSIBLE FOR THE PROPER COORDINATION OF ALL DIMENSIONS AS WELL AS THE DIFFERENT PARTS OF THE WORK.

6. **SHOP DRAWINGS:**

(A) THE TERM "SHOP DRAWINGS," AS USED HEREIN SHALL INCLUDE FABRICATION, ERECTION AND SETTING DRAWINGS, MANUFACTURERS' STANDARD DRAWINGS, SCHEDULES, DESCRIPTIVE LITERATURE, CATALOGS, BROCHURES, PERFORMANCE AND TEST DATA, WIRING AND CONTROL DIAGRAMS AND ALL OTHER DESCRIPTIVE DATA PERTAINING TO THE MATERIALS AND EQUIPMENT AS REQUIRED TO DEMONSTRATE COMPLIANCE WITH THE CONTRACT REQUIREMENTS.

(B) THE CONTRACTOR SHALL SUBMIT FOR THE APPROVAL OF THE ENGINEER ALL SHOP DRAWINGS REQUIRED BY THE SPECIFICATIONS OR REQUESTED BY THE ENGINEER. ALL SUCH SUBMISSIONS SHALL BE MADE WITH SUCH PROMPTNESS AS TO CAUSE NO DELAY IN THIS OR ANY OTHER CONTRACTOR ON THE PROJECT, AND TO ALLOW REASONABLE TIME FOR REVIEW.

(C) UNLESS OTHERWISE DIRECTED, SHOP DRAWING SUBMITTALS MAY BE MADE TO THE ENGINEER VIA ELECTRONIC TRANSFER METHODS (SUCH AS E-MAIL OR FTP), IN LIEU OF PAPER COPIES. ELECTRONIC SUBMITTALS SHALL BE PROVIDED IN AN ADOBE® PDF FORMAT, BE OF LEGIBLE RESOLUTION AND CLARITY (300 DPI), AND SHALL CONFORM TO THE INFORMATIONAL REQUIREMENTS STATED HEREIN. SUBMITTALS MADE ELECTRONICALLY WILL REMAIN IN AN ELECTRONIC FORMAT, WITH NO HARD COPIES BEING PROVIDED, RETURNED OR REQUIRED. HARD COPY SHOP DRAWINGS SHALL BE SUBMITTED IN SUCH NUMBER OF COPIES THAT
TWO (2) COPIES MAY BE RETAINED BY THE CITY. EACH SUBMISSION SHALL BE ACCOMPANIED BY A LETTER OF TRANSMITTAL IN DUPLICATE, LISTING THE CONTENTS OF THE SUBMISSION AND IDENTIFYING EACH ITEM BY REFERENCE TO SPECIFICATION SECTION OR DRAWING. ALL SHOP DRAWINGS SHALL BE CLEARLY LABELED WITH THE NAME OF THE PROJECT AND OTHER NECESSARY INFORMATION. CATALOG PLATES AND OTHER SIMILAR MATERIAL THAT CANNOT BE SO LABELED CONVENIENTLY, SHALL BE BOUND IN SUITABLE COVERS BEARING THE IDENTIFYING DATA.

(D) SHOP DRAWINGS SHALL BE ACCOMPANIED BY ALL REQUIRED CERTIFICATIONS AND OTHER SUCH SUPPORTING MATERIAL, AND SHALL BE SUBMITTED IN SUCH SEQUENCE OR IN SUCH GROUPS THAT ALL RELATED ITEMS MAY BE REVIEWED TOGETHER. WHEN SHOP DRAWINGS CANNOT BE REVIEWED BECAUSE THE SUBMISSION IS NOT COMPLETE, OR BECAUSE SHOP DRAWINGS ON RELATED ITEMS HAVE NOT BEEN RECEIVED, THEN SUCH SHOP DRAWINGS WILL BE RETURNED WITHOUT ACTION OR WILL BE HELD, AND NOT REVIEWED, UNTIL THE LACKING MATERIAL IS RECEIVED.

(E) SHOP DRAWINGS SHALL HAVE BEEN CHECKED BY THE CONTRACTOR AND COORDINATED WITH ALL OTHER RELATED OR AFFECTED WORK BEFORE THEY ARE SUBMITTED FOR APPROVAL, AND SHALL BEAR THE CONTRACTOR'S CERTIFICATION THAT HE HAS CHECKED AND APPROVED THEM AS COMPLYING WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. SHOP DRAWINGS SUBMITTED WITHOUT SUCH CERTIFICATION AND COORDINATION WILL BE RETURNED TO THE CONTRACTOR WITHOUT ACTION, AND WILL NOT BE CONSIDERED A FORMAL SUBMISSION.

(F) IF THE SHOP DRAWINGS SHOW VARIATIONS FROM THE DRAWINGS AND SPECIFICATIONS BECAUSE OF STANDARD SHOP PRACTICE OR OTHER REASONS, THE CONTRACTOR SHALL MAKE SPECIFIC MENTION OF SUCH VARIATION IN HIS LETTER OF TRANSMITTAL IN ORDER THAT, IF ACCEPTABLE, SUITABLE ACTION MAY BE TAKEN FOR PROPER ADJUSTMENT; OTHERWISE, THE CONTRACTOR WILL NOT BE RELIEVED OF THE RESPONSIBILITY FOR EXECUTING THE WORK IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS EVEN THOUGH SUCH SHOP DRAWINGS HAVE BEEN APPROVED.

(G) THE ENGINEER SHALL PASS ALONG THE SHOP DRAWINGS WITH REASONABLE PROMPTNESS. REVIEWING AND/OR APPROVAL OF SHOP DRAWINGS WILL BE GENERAL, FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS, AND WILL NOT INCLUDE QUANTITIES, DETAIL DIMENSIONS, NOR ADJUSTMENTS OF DIMENSIONS TO ACTUAL FIELD CONDITIONS. APPROVAL SHALL NOT BE CONSTRUED AS PERMITTING ANY DEPARTURE FROM CONTRACT REQUIREMENTS, AUTHORIZATION OF ANY INCREASE IN PRICE NOR AS RELIEVING THE CONTRACTOR OF THE RESPONSIBILITY FOR ANY ERROR IN DETAILS, DIMENSIONS OR OTHERWISE THAT MAY EXIST.

7. **DISCREPANCIES:** ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND SPECIFICATIONS AND SITE CONDITIONS OR ANY INCONSISTENCIES OR AMBIGUITIES IN THE DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY
REPORTED TO THE ENGINEER, IN WRITING, WHO SHALL PROMPTLY CORRECT SUCH INCONSISTENCIES OR AMBIGUITIES IN WRITING. WORK DONE BY THE CONTRACTOR AFTER HIS DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES OR AMBIGUITIES SHALL BE DONE AT THE CONTRACTOR'S RISK.


8. **COPIES OF DRAWINGS FURNISHED:** THE ENGINEER WILL FURNISH TO THE CONTRACTOR, FREE OF CHARGE, FIVE (5) COPIES OF DRAWINGS AND PROJECT MANUAL NECESSARY FOR EXECUTION OF THE WORK. ADDITIONAL COPIES MAY BE PURCHASED BY THE CONTRACTOR FROM THE ENGINEER FOR $35.00 PER SET.

9. **OWNERSHIP OF DRAWINGS:** ALL DRAWINGS AND SPECIFICATIONS FURNISHED BY THE ENGINEER ARE PROPERTY OF THE CITY. THEY ARE NOT TO BE USED ON OTHER WORK AND, WITH THE EXCEPTION OF THE SIGNED CONTRACT SET, ARE TO BE RETURNED TO THE CITY ON REQUEST, AT THE COMPLETION OF THE WORK. ALL MODELS ARE THE PROPERTY OF THE CITY.

10. **DRAWINGS AND PROJECT MANUAL ON THE WORK:** THE CONTRACTOR SHALL KEEP ONE (1) COPY OF ALL DRAWINGS AND THE PROJECT MANUAL AT THE JOB SITE, IN GOOD ORDER, AVAILABLE TO THE CITY.

11. **PROGRESS OF THE WORK:** IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR WILL EXECUTE THE AGREEMENT WITHIN FIFTEEN (15) CALENDAR DAYS AFTER WRITTEN NOTICE OF AWARD. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE FORCE OF LABOR AND EQUIPMENT TO PROSECUTE THE WORK AT AS MANY DIFFERENT POINTS AS MAY BE NECESSARY TO INSURE THE COMPLETION OF SAME WITHIN THE TIME LIMIT FOR THE COMPLETION AS SET FORTH IN THIS AGREEMENT.

THE CONTRACTOR SHALL FURNISH A PROGRESS SCHEDULE, BASED ON A MINIMUM OF EIGHT (8) HOURS PER DAY UNLESS OTHERWISE MUTUALLY AGREED UPON, FOR APPROVAL BY THE CITY AND THE ENGINEER. IT SHALL BE INCUMBENT UPON THE CONTRACTOR TO PROVIDE THE MANPOWER, EQUIPMENT, AND PROJECT MANAGEMENT TO MAINTAIN THIS SCHEDULE. IN THE EVENT PERIODIC ESTIMATES INDICATE THE SCHEDULE IS NOT BEING MET, THE CONTRACTOR MAY BE REQUIRED TO FURNISH IN WRITING TO THE ENGINEER THE METHOD HE PROPOSES TO EMPLOY TO RETURN THE PROJECT TO THE ORIGINAL SCHEDULE. THE CITY MAY WITHHOLD PAYMENTS IF THE WORK IS NOT PROCEEDING IN ACCORDANCE WITH TERMS OF THIS AGREEMENT. ALL WORK SHALL BE FAITHFULLY UNDERTAKEN, PERFORMED AND COMPLETED WITHIN THE TIME DESIGNATED IN THE CONTRACT, AS TIME IS UNDERSTOOD TO BE THE ESSENCE OF THE CONTRACT.
DELAYS IN WORK RESULTING FROM THE CONTRACTOR’S FAILURE TO PROVIDE THE PROGRESS SCHEDULE WILL NOT BE CONSIDERED JUST CAUSE FOR EXTENSION OF THE CONTRACT TIME LIMIT OR FOR ADDITIONAL COMPENSATION.


13. SUPERINTENDENCE, SUPERVISION: THE CONTRACTOR SHALL KEEP ON HIS WORK DURING ITS PROGRESS A COMPETENT SUPERINTENDENT AND ANY NECESSARY ASSISTANTS, ALL SATISFACTORY TO THE CITY. THE SUPERINTENDENT SHALL NOT BE CHANGED EXCEPT WITH THE CONSENT OF THE CITY, UNLESS THE SUPERINTENDENT PROVES TO BE UNSATISFACTORY TO THE CONTRACTOR AND CEASES TO BE IN HIS EMPLOY. THE SUPERINTENDENT SHALL REPRESENT THE CONTRACTOR IN HIS ABSENCE AND ALL DIRECTIONS GIVEN TO HIM SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. IMPORTANT DIRECTIONS SHALL BE CONFIRMED UPON WRITTEN REQUEST IN EACH CASE. THE CONTRACTOR SHALL GIVE EFFICIENT SUPERVISION TO THE WORK, USING HIS BEST SKILL AND ATTENTION.

14. MATERIALS, APPLIANCES, EMPLOYEES: UNLESS OTHERWISE STIPULATED, THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL MATERIALS, LABOR, WATER, TOOLS, EQUIPMENT, LIGHT, POWER TRANSPORTATION, SANITARY FACILITIES, AND OTHER FACILITIES NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK.

UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE NEW AND BOTH WORKMANSHIP AND MATERIALS SHALL BE OF GOOD QUALITY. THE CONTRACTOR SHALL, IF REQUIRED, FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS.

THE CHARACTER, CONDITIONS, ADAPTABILITY, AND QUANTITY OF EQUIPMENT USED BY THE CONTRACTOR SHALL BE SUCH AS MAY BE NECESSARY FOR THE PROPER EXECUTION OF THE WORK WITHIN THE SPECIFIED WORKING TIME. THE EQUIPMENT USED SHALL BE MAINTAINED IN GOOD CONDITION AND SHALL BE SUBJECT TO APPROVAL OF THE CITY PRIOR TO AND DURING ITS USE IN CONNECTION WITH THE WORK TO BE PERFORMED UNDER THIS CONTRACT.

CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR SAFETY OF ALL PERSONS AND PROPERTY ON THE JOB SITE CONTINUOUSLY DURING THE PROGRESS OF WORK. SPECIFIC ATTENTION SHALL BE PAID TO OVERHEAD WORK AND EQUIPMENT; EQUIPMENT AND PROCEDURES TO BE OF THE TYPE APPROVED BY DOMINION VIRGINIA POWER, VERIZON, CHARTER COMMUNICATIONS, OSHA, THE NATIONAL ELECTRIC SAFETY CODE, VDOT, AND THE CITY OF SUFFOLK.

THE CONTRACTOR SHALL AT ALL TIMES ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG HIS EMPLOYEES. NO PERSON UNDER THE AGE OF EIGHTEEN (18)
YEARS, NO PERSON WHO, AT THE TIME, IS SERVING A SENTENCE IN A PENAL OR CORRECTIONAL INSTITUTION, AND NO PERSON WHO HAS BEEN CONVICTED OF COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC CONTRACT OR SUBCONTRACT, SHALL BE EMPLOYED ON THE WORK COVERED BY THIS CONTRACT.

NEITHER PARTY SHALL EMPLOY OR HIRE ANY EMPLOYEES OF THE OTHER PARTY WITHOUT HIS CONSENT. THE CONTRACTOR SHALL AT ALL TIMES ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG HIS EMPLOYEES. IF THE CONTRACTOR OR ANY OF HIS EMPLOYEES AT ANY TIME IN ANY WAY ABUSES PHYSICALLY OR VERBALLY ANY CITY EMPLOYEE ENGAGED IN PERFORMANCE OF HIS DUTIES WITH REFERENCE TO SUPERVISION OR INSPECTION OF THE PROJECT OR PERFORMANCE OF ANY OTHER DUTIES RELATED TO THE CITY, THE CONTRACTOR MAY BE ORDERED BY THE CITY TO REMOVE HIS PERSON AND/OR ANY OF HIS EMPLOYEES ENGAGING IN SUCH CONDUCT FROM THE JOB SITE FOR THE DURATION OF THE CONTRACT. SHOULD THE CONTRACTOR REFUSE TO DO SO, THE CONTRACT MAY IMMEDIATELY AND WITHOUT ADVANCE NOTICE TO SURETIES BE TERMINATED BY THE CITY.

15. **ROYALTIES AND PATENTS:** THE CONTRACTOR SHALL PAY ROYALTIES AND LICENSE FEES. HE SHALL DEFEND ALL SUITS OR CLAIMS FOR THE INFRINGEMENT OF ANY PATENT RIGHTS AND SHALL SAVE THE CITY HARMLESS FROM LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE CITY SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED, BUT IF THE CONTRACTOR HAS INFORMATION THAT THE PROCESS OR ARTICLE SPECIFIED IS INFRINGEMENT OF A PATENT, HE SHALL BE RESPONSIBLE FOR SUCH LOSS UNLESS HE PROMPTLY GIVES SUCH INFORMATION IN WRITING TO THE ENGINEER AND CITY.

16. **SURVEYS, PERMITS, AND REGULATIONS:** PERMITS AND LICENSES NECESSARY FOR THE PROSECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR, UNLESS OTHERWISE SECURED AND PAID FOR BY THE CITY. EASEMENTS AND RIGHT-OF-WAY FOR PERMANENT STRUCTURES OR PERMANENT CHANGES IN EXISTING FACILITIES SHALL BE SECURED AND PAID FOR BY THE CITY, UNLESS OTHERWISE SPECIFIED.

THE CONTRACTOR WILL HAVE IN HAND, ON SITE, AN APPROVED TRAFFIC CONTROL PLAN AND AN APPROVED RIGHT OF WAY PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. NO CONSTRUCTION WILL BE PERFORMED UNTIL THESE REQUIREMENTS ARE MET.

THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, AND REGULATIONS BEARING ON THE CONDUCT OF THE WORK AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER AND CITY IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED AS PROVIDED IN THE CONTRACT FOR CHANGES IN THE WORK. IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH LAWS, ORDINANCES, RULES AND REGULATIONS AND WITHOUT SUCH NOTICE TO THE ENGINEER AND CITY, HE AGREES TO BEAR ALL COSTS AND PENALTIES ARISING THEREFROM.
UNLESS OTHERWISE SPECIFIED, THE CITY SHALL FURNISH ALL LAND SURVEYS AND ESTABLISH ALL BASE LINES FOR LOCATING THE PRINCIPAL COMPONENT PARTS OF THE WORK TOGETHER WITH A SUITABLE NUMBER OF BENCH MARKS ADJACENT TO THE WORK. FROM THE INFORMATION PROVIDED BY THE CITY, THE CONTRACTOR SHALL DEVELOP AND MAKE ALL DETAIL SURVEYS NEEDED FOR CONSTRUCTION.

17. **POINTS AND INSTRUCTIONS:** THE CONTRACTOR SHALL PROVIDE REASONABLE AND NECESSARY OPPORTUNITIES AND FACILITIES FOR SETTING POINTS AND MAKING MEASUREMENTS. HE SHALL NOT PROCEED UNTIL HE HAS MADE TIMELY DEMAND UPON THE CITY FOR, AND HAS RECEIVED FROM HIM, SUCH POINTS AND INSTRUCTIONS AS MAY BE NECESSARY AS THE WORK PROGRESSES. THE WORK SHALL BE DONE IN STRICT CONFORMITY WITH SUCH POINTS AND INSTRUCTIONS.

18. **EXISTING STRUCTURES:** THE LOCATION OF EXISTING SEWERS, WATER AND GAS PIPES, CONDUITS AND OTHER STRUCTURES ACROSS OR ALONG THE LINE OF THE PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN, THE LOCATION, DEPTH AND DIMENSION OF SUCH STRUCTURE ARE ONLY APPROXIMATELY CORRECT. THE CONTRACTOR SHALL HAVE A WORKING PIPE LOCATOR ON THE JOB AT ALL TIMES.

THE CONTRACTOR SHALL DIG THE NECESSARY TEST HOLES FOR THE PURPOSE OF LOCATING EXISTING UNDERGROUND STRUCTURES. SUCH EXCAVATION SHALL NOT BE UNDERTAKEN WITHOUT FORTY-EIGHT (48) HOURS PRIOR NOTICE TO THE CITY.

NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE OR OTHER OBSTRUCTION OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF SAME.

19. **CARE OF EXISTING STRUCTURES:** THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE DONE TO ANY STRUCTURES OR PROPERTY ARISING THROUGH HIS NEGLIGENCE OR CARELESSNESS. HE SHALL TAKE CARE OF AND MAINTAIN ALL UNDERGROUND, OVERHEAD OR SURFACE UTILITIES ENCOUNTERED IN THE PERFORMANCE OF THE WORK. PRIOR TO COMMENCING WORK, CONTRACTOR SHALL CONTACT THE UTILITY INFORMATION CENTER ("MISS UTILITY"), TELEPHONE 811 FOR ASSISTANCE IN LOCATING EXISTING UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL OBSERVE ALL PRECAUTIONS WITH RESPECT TO FIRE AND AVOID THE INDISCRIMINATE MUTILATION, OR CUTTING DOWN OF TREES, WITHIN AND OUTSIDE OF PROJECT WORK AREAS OR EASEMENTS. ANY DAMAGE TO PROPERTY OR EASEMENTS NOT IN THE WORK AREA ARISING FROM THE CONTRACTOR'S NEGLIGENCE OR CARELESSNESS IN PERFORMANCE OF THE WORK WILL BE THE CONTRACTOR'S RESPONSIBILITY.

THE CONTRACTOR SHALL NOT USE PRIVATE PROPERTY IN CONNECTION WITH THE WORK UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE PROPERTY CITY. A COPY OF THE WRITTEN PERMISSION SHALL BE FURNISHED TO THE DEPARTMENT OF PUBLIC UTILITIES. THE WRITTEN STATEMENT OF
20. **PROTECTION OF WORK AND PROPERTY:** The contractor shall provide and maintain all necessary watchmen, barricades, lights and warning signs, and take all necessary precautions for the protection and safety of the public. He shall continuously maintain adequate protection of all work from damage and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with this contract. He shall make good any damage, injury or loss to his work and to the property of the City resulting from lack of reasonable protective precautions, except such as may be due to errors in the contract documents, or caused by agent or employees of the City. He shall adequately protect adjacent private and public property, as provided by law and the contract documents.

In an emergency affecting the safety of life or loss or damage to the work or to the adjoining property, the contractor without special instruction or authorization from the Engineer or City, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal as if instructed or authorized. The contractor shall provide written documentation concerning the circumstances of the emergency to the City as soon as practical. Any compensation, claimed by the contractor on account of emergency work, shall be determined by agreement or litigation. In case of emergency in which the contractor is not available to take corrective action, the City reserves the right to correct problems and the contractor shall be responsible for any associated cost for corrective action reasonably related to his responsibilities under the contract.

The contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

21. **PROJECT COORDINATION:** The contractor shall coordinate his construction plan with the Department of Public Utilities and will obtain their approvals to date of work, permits, type of temporary patching, traffic control, type and placement of traffic controls, safety devices, and flagmen.

Any work on railway right-of-way shall be scheduled and approved at least 48 hours in advance of the work. Insofar as the safety of railroad operations is concerned, contractor will be governed by railway requirements regarding the method and manner of performing said work. Railway shall furnish such flagman and
WATCHMAN SERVICES AS MAY BE REQUIRED TO PROTECT RAILWAY FACILITIES DURING THE PROSECUTION OF THE WORK; THE CITY WILL REIMBURSE THE RAILWAY IN FULL FOR SUCH COSTS.

EXISTING CITY WATER AND SEWER VALVES MAY ONLY BE OPENED AND CLOSED BY OR UNDER THE DIRECT SUPERVISION OF DEPARTMENT OF PUBLIC UTILITIES OPERATIONS AND/OR PUBLIC UTILITIES ENGINEERING PERSONNEL. THE ONLY EXCEPTION IS AN EMERGENCY SITUATION AFFECTING PUBLIC HEALTH OR SAFETY IN WHICH CASE THE CONTRACTOR WOULD ACT IN ACCORDANCE WITH ARTICLE 20. ANY CONTRACTOR FOUND VIOLATING THIS PROVISION MAY BE SUBJECT TO PROSECUTION UNDER THE CODE OF SUFFOLK FOR TAMPERING WITH CITY PROPERTY.

22. **INSPECTION OF SITE AND WORK**: THE CITY AND HIS REPRESENTATIVES SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHENEVER IT IS, IN PREPARATION OR PROGRESS, AND THE CONTRACTOR SHALL PROVIDE FOR SUCH ACCESS AND FOR INSPECTION.

THE CITY WILL APPOINT SUCH PERSON OR PERSONS AS HE MAY DEEM NECESSARY TO PROPERLY INSPECT THE MATERIALS FURNISHED AND WORK DONE UNDER THE CONTRACT, AND TO SEE THAT THE SAME STRICTLY CORRESPONDS WITH THE DRAWINGS AND SPECIFICATIONS. WORK AND MATERIALS WILL BE INSPECTED PROMPTLY, BUT IF, FOR ANY REASON DELAY SHOULD OCCUR, THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTRA COMPENSATION.

THE FAILURE OF THE INSPECTOR TO REJECT OR CONDEMN IMPROPER MATERIALS AND WORKMANSHIP SHALL NOT PREVENT THE CITY FROM REJECTING MATERIALS AND WORKMANSHIP FOUND DEFECTIVE AT ANY TIME PRIOR TO THE FINAL ACCEPTANCE OF THE COMPLETED WORK, NOR SHALL IT BE CONSIDERED AS A WAIVER OF ANY DEFECTS WHICH MAY BE DISCOVERED LATER, OR AS PREVENTING THE CITY AT ANY TIME PRIOR TO THE EXPIRATION OF THE GUARANTEE PERIOD FROM RECOVERING DAMAGES FOR WORK ACTUALLY DEFECTIVE.

IF THE SPECIFICATIONS, CITY'S INSTRUCTIONS, LAWS, ORDINANCES, OR ANY PUBLIC AUTHORITY REQUIRE ANY WORK TO BE SPECIFICALLY TESTED OR APPROVED, THE CONTRACTOR SHALL GIVE THE CITY TIMELY NOTICE OF ITS READINESS FOR INSPECTION AND, IF THE INSPECTION IS BY ANOTHER AUTHORITY THAN THE CITY, OF THE DATE FIXED FOR SUCH INSPECTION. INSPECTIONS BY THE CITY SHALL BE PROMPTLY MADE, AND WHERE PRACTICABLE AT THE SOURCE OF SUPPLY. IF ANY WORK SHOULD BE COVERED UP WITHOUT APPROVAL OR CONSENT OF THE CITY, IT MUST, IF REQUIRED BY THE CITY, BE UNCOVERED FOR EXAMINATION.

EVENT THE CITY SHALL SEEK CORRECTIVE ACTION FROM THE OTHER CONTRACTOR. IF A CONTRACT INSPECTOR IS UTILIZED ON THIS JOB HE SHALL BE TREATED AND CONSIDERED TO BE A CITY EMPLOYEE IN ALL ASPECT AS REQUIRED BY THIS CONTRACT.


24. CORRECTION OF WORK BEFORE FINAL PAYMENT: THE CONTRACTOR SHALL PROMPTLY REMOVE FROM THE PREMISES ALL MATERIALS CONDEMNED BY THE CITY AS FAILING TO CONFORM TO THE CONTRACT, WHETHER INCORPORATED IN THE WORK OR NOT, AND THE CONTRACTOR SHALL PROMPTLY REPLACE AND RE-EXECUTE HIS OWN WORK IN ACCORDANCE WITH THE CONTRACT AND WITHOUT EXPENSE TO THE CITY AND SHALL BEAR THE EXPENSE OF MAKING GOOD ALL WORK OF OTHERS DESTROYED OR DAMAGED BY SUCH REMOVAL OR REPLACEMENT.


25. SUSPENSION OF WORK: THE CITY MAY AT ANY TIME SUSPEND THE WORK, OR ANY PART THEREOF BY GIVING TEN (10) DAYS NOTICE TO THE CONTRACTOR IN WRITING. THE WORK SHALL BE RESUMED BY THE CONTRACTOR WITHIN TEN (10) DAYS AFTER THE DATE FIXED IN THE WRITTEN NOTICE FROM THE CITY TO THE CONTRACTOR TO DO SO.

BUT IF THE WORK OR ANY PART THEREOF SHALL BE STOPPED BY THE NOTICE IN WRITING AFORESAID, AND IF THE CITY DOES NOT GIVE NOTICE IN WRITING TO THE CONTRACTOR TO RESUME WORK AT A DATE WITHIN NINETY (90) DAYS OF THE DATE FIXED IN THE WRITTEN NOTICE TO SUSPEND, HE WILL BE ENTITLED TO PAYMENT FOR ALL WORK COMPLETED UP TO THE DATE OF NOTICE TO SUSPEND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

27. **CHANGE OF PLANS**: IT IS AGREED THAT THE ENGINEER, WITH THE APPROVAL OF THE CITY, MAY MAKE ALTERATIONS FOR LINE, GRADE, PLAN POSITIONS, DIMENSIONS OR MATERIALS OF WORK HEREIN CONTEMPLATED OR ANY PART THEREOF, EITHER BEFORE OR AFTER COMMENCEMENT OF THE CONSTRUCTION UNDER THIS AGREEMENT SO LONG AS SUCH CHANGES DO NOT RENDER THE TERMS OF THE AGREEMENT INAPPLICABLE.

28. **ENGINEER’S/CITY’S DECISIONS**: THE CITY SHALL WITHIN FIFTEEN (15) DAYS TIME AFTER PRESENTATION TO HIM IN WRITING, RENDER DECISIONS, IN WRITING, ON ALL CLAIMS OF THE CONTRACTOR, OR OTHER MATTERS RELATING TO THE EXECUTION AND PROGRESS OF THE WORK.

QUESTIONS WHICH ARISE AND PERTAIN TO THE INTERPRETATION OF THE CONTRACT DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE ENGINEER. THE ENGINEER SHALL WITHIN FIFTEEN (15) DAYS TIME RENDER A DECISION AS TO THE INTERPRETATION OF THE CONTRACT DOCUMENTS.

30. **FINAL INSPECTION:** THE CITY SHALL SCHEDULE A FINAL INSPECTION OF THE WORK INCLUDED IN THE CONTRACT WITHIN TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION FROM THE CONTRACTOR THAT THE WORK IS COMPLETED. IF THE WORK IS NOT ACCEPTABLE TO THE ENGINEER OR CITY, THE CONTRACTOR SHALL BE ADVISED AS TO THE PARTICULAR DEFECTS TO BE REMEDIED BEFORE FINAL ACCEPTANCE CAN BE MADE.

FAILURE OF THE CITY TO MAKE THIS INSPECTION WITHIN THE TIME SPECIFIED IN NO WAY RELIEVES THE CONTRACTOR OF ANY OF HIS OBLIGATIONS UNDER THE CONTRACT.

ONLY WRITTEN NOTIFICATION FROM THE CITY WILL CONSTITUTE FINAL ACCEPTANCE OF ANY PART OF THE WORK UNDER THIS CONTRACT.

31. **GUARANTEE OF WORK:** CONTRACTOR WARRANTS AND GUARANTEES TO THE CITY AND TO THE ENGINEER THAT ALL WORK WILL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND WILL BE WITHOUT DEFECT. THE GUARANTEE PERIOD SHALL BE NOT LESS THAN ONE (1) YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION. SHOULD ANY MANUFACTURER'S WARRANTY BE GREATER THAN ONE (1) YEAR OR SHOULD ANY PERMIT, SPECIFICATION, OR REGULATORY WARRANTY REQUIREMENT BE GREATER THAN ONE (1) YEAR, THE CONTRACTOR SHALL GUARANTEE THE WORK FOR THE LONGER PERIOD. IF DURING THE GUARANTEE PERIOD ANY WORK IS FOUND TO BE DEFECTIVE, CONTRACTOR SHALL PROMPTLY, WITHOUT COST TO CITY, AND IN ACCORDANCE WITH CITY'S WRITTEN INSTRUCTION, EITHER CORRECT SUCH DEFECTIVE WORK OR REMOVE IT FROM THE SITE AND REPLACE IT WITH NON-DEFECTIVE WORK. IF CONTRACTOR DOES NOT PROMPTLY COMPLY WITH THE TERM OF SUCH INSTRUCTION, OR IN AN EMERGENCY WHERE DELAY WOULD CAUSE SERIOUS RISK OF LOSS OR DAMAGE, CITY MAY HAVE THE DEFECTIVE WORK CORRECTED OR THE REJECTED WORK REMOVED AND REPLACED, AND ALL DIRECT AND INDIRECT COSTS OF SUCH REMOVAL AND REPLACEMENT, INCLUDING COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES, SHALL BE PAID BY CONTRACTOR.

32. **STATUTE OF LIMITATIONS; WARRANTIES:** AS BETWEEN THE CITY AND THE CONTRACTOR:

(A) ANY APPLICABLE STATUTE OF LIMITATIONS SHALL COMMENCE TO RUN AND ANY ALLEGED CAUSE OF ACTION SHALL BE DEEMED TO HAVE ACCRUED IN ANY AND ALL EVENTS NO EARLIER THAN THE DATE OF FINAL PAYMENT.

(B) AS TO ACTS OR FAILURES TO ACT OCCURRING AFTER THE DATE OF FINAL PAYMENT, ANY APPLICABLE STATUTE OF LIMITATIONS SHALL COMMENCE TO RUN AND ANY ALLEGED CAUSE OF ACTION SHALL BE DEEMED TO HAVE ACCRUED IN ANY AND ALL EVENTS NO EARLIER THAN THE DATE OF ANY ACT OR FAILURE TO ACT BY THE CONTRACTOR PURSUANT TO ANY REQUIRED OR OTHERWISE PROVIDED WARRANTY, THE DATE OF ANY
CORRECTION OF THE WORK OR FAILURE TO CORRECT THE WORK BY THE CONTRACTOR, OR THE DATE OF ACTUAL COMMISSION OF ANY OTHER ACT OR FAILURE TO PERFORM ANY DUTY OR OBLIGATION BY THE CONTRACTOR OR CITY, WHICHEVER OCCURS LAST.

33. **USE OF COMPLETED PORTIONS:** THE CITY SHALL HAVE THE RIGHT TO TAKE POSSESSION OF AND USE ANY COMPLETED OR PARTIALLY COMPLETED PORTIONS OF THE WORK, NOTWITHSTANDING THAT THE TIME FOR COMPLETING THE ENTIRE WORK OR SUCH PORTIONS MAY NOT HAVE EXPIRED, BUT SUCH TAKING POSSESSION AND USE SHALL NOT BE DEEMED AN ACCEPTANCE OF ANY WORK NOT COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. IF SUCH PRIOR USE INCREASES THE COST OF OR DELAYS THE WORK, THE CONTRACTOR SHALL BE ENTITLED TO SUCH EXTRA COMPENSATION OR EXTENSION OF TIME OR BOTH AS THE CITY MAY DETERMINE.

34. **SUBMISSION OF DAILY PERFORMANCE RECORDS:** THE CONTRACTOR SHALL AT THE START OF EACH WORK DAY PROVIDE THE PROJECT INSPECTOR A COPY OF HIS DAILY PERFORMANCE RECORD FOR WORK PERFORMED ON THE PRECEDING WORK DAY. THE PERFORMANCE RECORD SHALL BE SUBMITTED IN FORMAT AS PRESCRIBED BY THE DEPARTMENT OF PUBLIC WORKS.

A COPY OF THE PRESCRIBED FORMAT WILL BE PROVIDED TO THE CONTRACTOR BY THE CITY.

THE SUBMISSION OF THE DAILY RECORD DOES NOT PRECLUDE THE SUBMISSION OF ADDITIONAL DOCUMENTATION, REPORTS, OR INFORMATION WHEN REQUESTED BY THE CITY; OR AS SPECIFICALLY PROVIDED FOR OR REQUIRED BY THE CONTRACT DOCUMENTS.


AS-BUILT INFORMATION SHALL INCLUDE THE FOLLOWING AS A MINIMUM, WHERE APPLICABLE:

(A) SIZE AND HORIZONTAL AND VERTICAL LOCATION OF ANY EXISTING UTILITIES UNCOVERED DURING THE COURSE OF THE WORK. THIS SHALL INCLUDE TELEPHONE CABLE AND CONDUITS, TV CABLES, ELECTRICAL CABLES AND CONDUITS, GAS LINES, WATER LINES, SEWER FORCE MAINS, SANITARY SEWERS, STORM SEWERS, AND THE LIKE.

(B) SIZE AND HORIZONTAL AND VERTICAL LOCATION OF ALL HANDBOXES AND FOUNDATIONS INSTALLED.

(C) SIZE, TYPE, AND HORIZONTAL AND VERTICAL LOCATION OF ALL CONDUITS INSTALLED.
(D) SIZE, TYPE, AND HORIZONTAL AND VERTICAL LOCATION OF ALL OVERHEAD CABLES INSTALLED.

(E) LOCATION OF ALL CABLE SPLICES.

(F) SIZES AND TYPES OF MATERIALS USED AND CHANGES IN SIZES AND TYPES OF MATERIALS.

(G) LOCATION OF ANY OTHER ITEMS INSTALLED AS REQUESTED BY ENGINEER.

THESE RECORDS ARE A SPECIFIC CONTRACT REQUIREMENT OF THE CONTRACTOR. FINAL PAYMENT WILL NOT BE ISSUED UNTIL SAID DOCUMENTS HAVE BEEN SUBMITTED IN AN ACCEPTABLE FORM.

36. **PARTIAL PAYMENTS:**

(A) PARTIAL PAYMENTS WILL BE MADE EACH MONTH FOR THE QUANTITY OF WORK PERFORMED IN THE PRECEDING MONTH LESS FIVE PERCENT (5%) TO BE RETAINED UNTIL FINAL COMPLETION OF THE WORK.

REQUESTS FOR PAYMENTS SHALL BE SUBMITTED TO THE CITY BY THE 10TH OF THE MONTH FOR PAYMENT BY MONTH END. REQUESTS FOR PAYMENTS SHALL BE SUBMITTED IN A FORMAT ACCEPTABLE TO THE DEPARTMENT OF PUBLIC UTILITIES AND SHALL INCLUDE:

1. CONTRACTOR’S ESTIMATE AND INVOICE TRANSMITTALSHEET

2. STANDARD CONTRACTOR’S ESTIMATE VOUCHER.

37. **METHOD OF MEASUREMENT:** EXCEPT WHEN STIPULATED OTHERWISE, ALL QUANTITIES OF WORK PERFORMED AND TO BE PAID FOR UNDER THIS CONTRACT SHALL BE CONSTRUED AS THOSE MEASURED IN PLACE BY THE CITY.

38. **INCREASED OR DECREASED QUANTITIES AND METHOD OF PAYMENT - UNIT PRICES:** THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE ESTIMATED VALUE OF THE CONTRACT IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE PERCENT (25%). SUCH INCREASE OR DECREASE MAY BE BROUGHT ABOUT EITHER BY VARYING QUANTITIES WITHIN THE ORIGINAL UNITS OF THE CONTRACT OR BY AN EXTENSION OR REDUCTION IN THE ORIGINAL LIMITS OF THE PROJECT.

NO CLAIM FOR EXTRA COMPENSATION WILL BE ALLOWED FOR SUCH INCREASE OR DECREASE IN THE VALUE OF THE CONTRACT NOT EXCEEDING TWENTY-FIVE PERCENT (25%).

CHANGES IN THE ESTIMATED VALUE OF ANY MAJOR OR MINOR ITEM OF MORE THAN TWENTY-FIVE PERCENT (25%) NOT CONSISTENT WITH THE ABOVE, OR CHANGES IN EITHER TOTAL COST OR THE AMOUNT OF ANY ITEM MAJOR OR MINOR WHICH ARE THE RESULTS OF MORE ACCURATE MEASUREMENTS AND ARE NOT DUE TO ANY CHANGE IN PLAN OR IN CHARACTER OF THE WORK SHALL
NOT BE CONSIDERED A BASIS OF DEMAND FOR REVISION IN CONTRACT PRICE BY EITHER PARTY TO THE CONTRACT.

FOR ANY INCREASED OR DECREASED QUANTITIES, SETTLEMENT SHALL BE MADE FOR THE ACTUAL AMOUNT OF WORK PERFORMED AT THE UNIT PRICES SHOWN IN THE PROPOSAL FOR THE WORK UNDER CONSIDERATION.

39. **EXTRA WORK AND METHOD OF PAYMENT**: THE CITY MAY AT ANY TIME BY A WRITTEN ORDER, AND WITHOUT NOTICE TO SURETIES, MAKE CHANGES IN DRAWINGS OR SPECIFICATIONS, WITHIN THE GENERAL SCOPE THEREOF. ANY EXTRA WORK DONE PRIOR TO THE EXECUTION OF THE CITY'S STANDARD CHANGE ORDER FORM BY THE CITY MANAGER IS DONE AT THE CONTRACTOR'S TOTAL RISK AND WITH NO OBLIGATION ON THE PART OF THE CITY TO PAY FOR THE WORK.

THE CONTRACTOR SHALL PERFORM UNFORESEEN WORK OR WORK WHICH MAY EXCEED THE TWENTY-FIVE PERCENT (25%) STATED IN ARTICLE 39 OR WORK FOR WHICH THERE IS NO PRICE INCLUDED IN THE CONTRACT, WHENEVER IT IS DEEMED NECESSARY OR DESIRABLE IN ORDER TO COMPLETE FULLY THE WORK AS CONTEMPLATED. SUCH WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND AS DIRECTED BY THE CITY, AND WILL BE PAID FOR AS STIPULATED HEREINAFTER.

EXTRA WORK SHALL BE PAID FOR AT THE UNIT PRICES OR LUMP SUM AS AGREED TO BY THE CONTRACTOR AND THE CITY. OR IN LIEU OF SUCH AGREEMENT, THE CITY MAY REQUIRE THE CONTRACTOR TO DO SUCH WORK ON A FORCE ACCOUNT BASIS TO BE COMPENSATED FOR IN THE FOLLOWING MANNER.

(A) LABOR. FOR ALL LABOR AND FOREMEN IN DIRECT CHARGE OF THE SPECIFIC OPERATIONS, THE CONTRACTOR SHALL RECEIVE THE RATE OF WAGE (OR SCALE) AS SET FORTH IN HIS MOST RECENT PAYROLL ON WHICH THE APPLICABLE CLASS OF LABOR AND FOREMEN WERE USED FOR EACH HOUR OF REGULAR TIMES AND 1-1/2 TIMES SUCH RATES FOR OVERTIME WHEN SUCH OVERTIME WORK IS AUTHORIZED, THAT SAID LABOR AND FOREMEN ARE ACTUALLY ENGAGED IN SUCH WORK. IN THE EVENT THE CLASS OF LABOR NEEDED HAS NOT BEEN EMPLOYED ON THE PROJECT, MUTUALLY AGREED UPON RATES WILL BE ESTABLISHED, PROVIDED, HOWEVER, THAT THE RATES SHALL CONFORM TO PREDETERMINED RATES AUTHORIZED FOR THE PROJECT. AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE SUM THEREFORE SHALL BE ADDED TO THESE RATES.

(B) BOND, INSURANCE, AND TAX, FOR PROPERTY DAMAGE, LIABILITY, AND WORKMEN'S COMPENSATION INSURANCE PREMIUMS, UNEMPLOYMENT INSURANCE CONTRIBUTIONS AND SOCIAL SECURITY TAXES ON FORCE ACCOUNT WORK, THE CONTRACTOR SHALL RECEIVE AN AMOUNT EQUAL TO TWENTY PERCENT (20%) THE BASE COST FOR LABOR.

(C) MATERIALS. FOR MATERIALS ACCEPTED BY THE CITY AND USED, THE CONTRACTOR SHALL RECEIVE THE ACTUAL COST OF SUCH MATERIALS DELIVERED ON THE WORK, INCLUDING TRANSPORTATION, AND HANDLING CHARGES PAID BY HIM (EXCLUSIVE OF EQUIPMENT RENTALS AS
HEREINAFTER SET FORTH), TO WHICH COST TEN PERCENT (10%) WILL BE
ADDED.

(D) EQUIPMENT. FOR ANY MACHINERY OR SPECIAL EQUIPMENT (OTHER THAN SMALL TOOLS AND OPERATOR) INCLUDING FUEL, LUBRICANTS AND REPAIRS, THE CONTRACTOR SHALL RECEIVE HOURLY RENTAL RATES WHICH SHALL NOT EXCEED THE RENTAL RATES BASED ON 1/40TH OF THE WEEKLY RATE OF THE CURRENT SCHEDULE PUBLISHED BY THE ASSOCIATED EQUIPMENT DISTRIBUTORS (AED) PLUS TRANSPORTATION COST FOR EQUIPMENT NOT ALREADY ON THE PROJECT. SUCH RATE WILL BE PAID FOR THE ACTUAL TIME THE EQUIPMENT IS IN OPERATION ON THE FORCE ACCOUNT WORK.


(E) MISCELLANEOUS. NO ADDITIONAL ALLOWANCE WILL BE MADE FOR GENERAL SUPERINTENDENCE, THE USE OF SMALL TOOLS, OR OTHER COSTS FOR WHICH NO SPECIFIC ALLOWANCE IS HEREIN PROVIDED.

(F) COMPENSATION. THE COMPENSATION AS SET FORTH IN THIS SECTION SHALL BE ACCEPTED BY THE CONTRACTOR AS PAYMENT IN FULL INCLUDING PROFIT FOR EXTRA WORK DONE ON A FORCE ACCOUNT BASIS. AT THE END OF EACH DAY THE CONTRACTOR’S REPRESENTATIVE AND THE INSPECTOR SHALL COMPARE RECORDS OF THE COST OF WORK DONE AS ORDERED ON A FORCE ACCOUNT BASIS.

(G) STATEMENTS. NO PAYMENT WILL BE MADE FOR WORK PERFORMED ON A FORCE ACCOUNT BASIS UNTIL THE CONTRACTOR HAS FURNISHED THE ENGINEER OR CITY WITH DUPLICATE ITEMIZED STATEMENTS OF THE COST OF SUCH FORCE ACCOUNT WORK DETAILED AS FOLLOWS:

1. NAME, CLASSIFICATION, DATE, DAILY HOURS, TOTAL HOURS, RATE AND EXTENSION FOR EACH LABORER, AND FOREMAN

2. DESIGNATION, DATES, DAILY HOURS, TOTAL HOURS, RENTAL RATE, AND EXTENSION FOR EACH UNIT OF EQUIPMENT

3. QUANTITIES OF MATERIALS, PRICES AND EXTENSIONS

4. TRANSPORTATION OF MATERIAL

5. COST OF PROPERTY DAMAGE, LIABILITY AND WORKERS’ COMPENSATION INSURANCE PREMIUMS, UNEMPLOYMENT INSURANCE CONTRIBUTIONS, AND SOCIAL SECURITY TAX STATEMENTS SHALL BE ACCOMPANIED AND SUPPORTED BY RECEIPTED INVOICES FOR ALL MATERIALS USED AND TRANSPORTATION CHARGES. HOWEVER, IF MATERIALS USED ON
THE FORCE ACCOUNT WORK ARE NOT SPECIFICALLY PURCHASED FOR SUCH WORK BUT ARE TAKEN FROM THE CONTRACTOR'S STOCK THEN, IN LIEU OF THE INVOICES, THE CONTRACTOR SHALL FURNISH AN AFFIDAVIT CERTIFYING THAT SUCH MATERIALS WERE TAKEN FROM HIS STOCK, THAT THE QUANTITY CLAIMED WAS ACTUALLY USED AND THAT THE PRICE AND TRANSPORTATION AND HANDLING CLAIMED REPRESENT THE ACTUAL COST TO THE CONTRACTOR.

40. **WORK OUTSIDE REGULAR HOURS:** IF THE CONTRACTOR DESIRES TO PERFORM WORK OUTSIDE THE REGULAR HOURS OR ON SATURDAY, HE SHALL REQUEST PERMISSION TO WORK FORTY-EIGHT (48) HOURS IN ADVANCE TO ALLOW ARRANGEMENTS TO BE MADE FOR PROPER INSPECTION. THE CITY MAY REFUSE THE CONTRACTOR PERMISSION TO WORK IF THE FORTY-EIGHT (48) HOUR NOTICE IS NOT GIVEN OR FOR OTHER JUST CAUSE. REASONABLE EFFORTS SHALL BE MADE BY THE CONTRACTOR TO AVOID UNDUE NOISE DURING THE NIGHT AND ON SUNDAYS, IF IT IS NECESSARY TO WORK AT SUCH TIMES. UNDER NORMAL CIRCUMSTANCES THE CONTRACTOR WILL NOT BE PERMITTED TO WORK ON SUNDAYS OR CITY HOLIDAYS.

NORMAL WORKING HOURS ARE DEFINED AS 7:30 A.M. TO 4:30 P.M. MONDAY THROUGH FRIDAY, EXCLUDING CITY HOLIDAYS.

THE CITY RESERVES THE RIGHT TO SCHEDULE THE CONTRACTOR TO WORK OUTSIDE NORMAL WORKING HOURS IN THE INTEREST OF PUBLIC SAFETY OR CONVENIENCE. NO CLAIM FOR ADDITIONAL COMPENSATION SHALL BE MADE BY THE CONTRACTOR WHEN SUCH OCCASIONS OCCUR.

41. **DEDUCTIONS FOR UNCORRECTED WORK:** IF THE CITY DEEMS IT INEXPEDIENT TO CORRECT WORK DAMAGED OR NOT DONE IN ACCORDANCE WITH THE CONTRACT, AN EQUITABLE DEDUCTION FROM THE CONTRACT PRICE SHALL BE MADE THEREFOR.

42. **DAMAGES:** ANY CLAIM FOR DAMAGE ARISING UNDER THIS CONTRACT SHALL BE MADE IN WRITING TO THE PARTY LIABLE WITHIN FIFTEEN (15) DAYS TIME OF THE FIRST OBSERVANCE OF SUCH DAMAGE AND NOT LATER THAN THE TIME OF FINAL PAYMENT EXCEPT AS EXPRESSLY STIPULATED OTHERWISE IN GUARANTEE OF WORK AS IN THE CASE OF THE DEFECTIVE WORK OR MATERIALS, AND SHALL BE ADJUSTED BY AGREEMENT OR LITIGATION AS PROVIDED BY ARTICLE 60.

43. **LIENS:** NEITHER THE FINAL PAYMENT NOR ANY PART OF THE RETAINED PERCENTAGE SHALL BECOME DUE UNTIL THE CONTRACTOR, IF REQUIRED, SHALL DELIVER TO THE CITY A COMPLETE RELEASE OF ALL LIENS ARISING OUT OF THIS CONTRACT, OR RECEIPTS IN FULL IN LIEU THEREOF, AND IF REQUIRED IN EITHER CASE AN AFFIDAVIT THAT SO FAR AS HE HAS KNOWLEDGE OR INFORMATION THE RELEASES AND RECEIPTS INCLUDE ALL THE LABOR AND MATERIAL FOR WHICH A LIEN COULD BE FILED; BUT THE CONTRACTOR MAY IF ANY SUBCONTRACTOR REFUSES TO FURNISH A RELEASE OR RECEIPT IN FULL, FURNISH A BOND SATISFACTORY TO THE CITY TO INDEMNIFY THE CITY AGAINST ANY LIEN. IF ANY LIEN REMAINS UNSATISFIED AFTER ALL PAYMENTS ARE MADE, THE CONTRACTOR SHALL REFUND TO THE CITY ALL MONIES THAT THE
LATTER MAY BE COMPELLED TO PAY IN DISCHARGING SUCH A LIEN, INCLUDING ALL COST AND A REASONABLE ATTORNEY'S FEE.

44. **PAYMENTS WITHHELD**: THE CITY MAY WITHHOLD OR, ON ACCOUNT OF SUBSEQUENTLY DISCOVERED EVIDENCE, NULLIFY THE WHOLE OR PART OF ANY PAYMENT TO SUCH EXTENT AS MAY BE NECESSARY TO PROTECT HIMSELF FROM LOSS ON ACCOUNT OF:

(A) DEFECTIVE WORK NOT REMEDIED

(B) CLAIMS OR LIENS THAT HAVE BEEN FILED OR EVIDENCE INDICATING THAT THERE IS REASONABLE CAUSE TO BELIEVE SUCH MAY BE FILED

(C) FAILURE OF THE CONTRACTOR TO PAY FOR LABOR OR MATERIALS, OR TO MAKE PAYMENTS PROPERLY TO SUBCONTRACTORS

(D) A REASONABLE DOUBT THAT THE CONTRACT CAN BE COMPLETED FOR THE BALANCE THEN UNPAID

(E) DAMAGE TO ANOTHER CONTRACTOR

(F) THE CITY HAVING BEEN REQUIRED TO CORRECT DEFECTIVE WORK, COMPLETE ANY WORK, PERFORM EMERGENCY WORK, OR PERFORM OTHER WORK

(G) UNSATISFACTORY PROSECUTION OF THE WORK, INCLUDING FAILURE TO FURNISH ACCEPTABLE SUBMITTALS, FAILURE TO MAKE ADEQUATE PROGRESS TOWARDS COMPLETING THE WORK WITHIN THE CONTRACT TIME OR FAILURE TO MAINTAIN THE WORK SITE AT ALL TIMES IN A NEAT, ORDERLY, AND WORKMAN-LIKE APPEARANCE.

(H) FAILURE TO KEEP NEAT, ACCURATE, AND COMPLETE SET OF "ASBUILTS" UPDATED ON A DAILY BASIS

(I) FAILURE TO SUBMIT A DAILY PERFORMANCE RECORD IN SUITABLE FORMAT.

WHEN THE ABOVE GROUNDS ARE REMOVED, PAYMENT SHALL BE MADE FOR AMOUNTS WITHHELD BECAUSE OF THEM.

45. **THE CITY'S RIGHT TO DO WORK**: IF THE CONTRACTOR SHOULD FAIL TO PROSECUTE THE WORK OR FAITHFULLY PERFORM ANY PROVISIONS OF THIS CONTRACT, IT SHALL BE CONSTRUED AS GROUNDS FOR THE CITY'S RIGHT TO PERFORM WORK. THE CITY, HAVING DULY SERVED WRITTEN NOTICE TO THE CONTRACTOR OF HIS INTENT TO PERFORM WORK, MAY REMEDY SUCH DEFICIENCIES AFTER THREE (3) DAYS FROM DELIVERY OF SAID NOTICE TO THE CONTRACTOR. THE COSTS INCURRED BY THE CITY IN CORRECTING THE DEFICIENCY SHALL BE PAID FOR BY THE CONTRACTOR.

46. **REMOVAL OF MATERIALS AND EQUIPMENT**: IN THE CASE OF ANNULMENT OF THIS CONTRACT BEFORE COMPLETION FROM ANY CAUSE WHATSOEVER OR IN THE
CASE OF ACCEPTANCE OF THE WORK AFTER COMPLETION, THE CONTRACTOR WHEN NOTIFIED BY THE CITY IN WRITING, SHALL WITHIN FIVE (5) DAYS AFTER RECEIPT OF NOTIFICATION REMOVE ALL OR ANY PORTION AS DIRECTED OF HIS EQUIPMENT AND MATERIALS FROM THE PROPERTY OF THE CITY: SHOULD THE CONTRACTOR BE UNABLE OR UNWILLING TO COMPLY WITH THE CITY’S REQUEST, THEN THE CITY RESERVES THE RIGHT TO REMOVE AND/OR STORE SUCH EQUIPMENT AND MATERIALS AT THE CONTRACTOR’S EXPENSE.

47. **RIGHTS OF VARIOUS INTEREST**: WHEREVER WORK BEING DONE BY THE CITY’S FORCES OR OTHER CONTRACTORS IS CONTIGUOUS TO WORK COVERED BY THIS CONTRACT, THE RESPECTIVE RIGHTS OF THE VARIOUS INTERESTS INVOLVED SHALL BE ESTABLISHED BY THE CITY, TO SECURE THE COMPLETION OF THE VARIOUS PORTIONS OF THE WORK IN GENERAL HARMONY.

48. **SEPARATE CONTRACT**: THE CITY 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 CITY 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 CITY ANY DISCREPANCY BETWEEN THE EXECUTED WORK AND THE DRAWINGS.

49. **SUBCONTRACTS**: THE CONTRACTOR SHALL, WITHIN TEN (10) DAYS AFTER THE SIGNATURE OF THE CONTRACT, NOTIFY THE CITY IN WRITING OF THE NAMES OF SUBCONTRACTORS PROPOSED FOR THE WORK AND SHALL NOT EMPLOY ANY THAT THE CITY MAY WITHIN TEN (10) DAYS AFTER RECEIPT OF NOTIFICATION OBJECT TO AS INCAPABLE 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 CITY 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 CITY.

50. **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.

51. **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.

52. **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. **CLEAN 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 SUCCESOR PROVISION TO THE ABOVE.

56. **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).

57. **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 ALLOTED 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.

58. **RAIN DELAY/UNSUITABLE WORKING CONDITIONS**: WEATHER SHALL BE CONSIDERED "UNUSUALLY SEVERE", ONLY IF A WEATHER CONDITION (OR ANY COMBINATION OF WEATHER CONDITIONS) PREVENTS THE CONTRACTOR FROM WORKING A NUMBER OF WORKDAYS DURING A CALENDAR MONTH, WHICH NUMBER EXCEEDS THE NUMBER OF WORKDAYS LISTED BELOW FOR THAT CALENDAR MONTH. DELAYS WILL ONLY BE ALLOWED FOR THE AMOUNT OF LOST WORK DAYS IN EXCESS OF THE FOLLOWING:

<table>
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<tr>
<th>Month</th>
<th>JANUARY</th>
<th>MAY</th>
<th>SEPTEMBER</th>
<th>MARCH</th>
<th>JULY</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>APRIL</th>
<th>AUGUST</th>
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THE CONTRACTOR SHALL ANTICIPATE THE POTENTIAL LOSS OF THE NUMBER OF WORKDAYS LISTED ABOVE FOR EACH CALENDAR MONTH DUE TO WEATHER, AND SHALL SCHEDULE THE WORK ACCORDINGLY. ANY SCHEDULES SUBMITTED SHALL INCLUDE THE ABOVE NUMBER OF DAYS EACH MONTH AS LOST DAYS. THE CITY SHALL DETERMINE, UPON EXAMINATION OF SUBMITTED EVIDENCE, WHETHER OR NOT WEATHER PREVENTED THE CONTRACTOR FROM DEFORMING WORK ON THE DAYS CLAIMED BY THE CONTRACTOR.
CITY OF SUFFOLK

Application for Work Within the Right of Way Permit

Date: ___________________________  Permit No. ___________________________
Date Received: ___________________ Request Approved / Request Denied ___________________________

To: Director of Public Works, Suffolk, Virginia

Application is hereby made by ___________________________ (Applicant Co. Name)

for permission to excavate and/or alter conditions within the City’s right of way at ___________________________.

The attached sketch shows street alignment and references all proposed work with a distance from the gutter line and nearest intersection, it also shows the length and width of opening. The purpose of such work is to

It is estimated that ___________________________ ft. of ___________________________ will be excavated, altered, or disturbed.

A bond as required by the City Code (is attached hereto) (is on file with the City in the ___________________________ Department).

Work for which permit is requested will commence on __________ and will be completed on __________.

Person, firm, or corporation other than applicant performing the work is: ___________________________, address ___________________________, telephone ___________________________.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>Applicant Name</td>
<td>Title</td>
</tr>
<tr>
<td>Applicant Street Address</td>
<td>Applicant City &amp; ZIP</td>
</tr>
<tr>
<td>Signature</td>
<td>Email Address</td>
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</table>

D/L # or SSN (For billing purposes only)

The applicant hereby agrees that:

- A fee will be charged for each permit issued.
- Application must be submitted 7 days in advance of work start date.
- All work will be performed in accordance with the Laws, Zoning Ordinances, City Code of the City of Suffolk, Virginia, the attached detailed plan and as directed by the City Manager or designated representative.
- The work shall be carried out in accordance with Chapter 74 of the Suffolk City Code, entitled "Streets and Sidewalks." Failure to have in possession a copy of this document does not relieve the permittee from the responsibility of having knowledge of and adhering to the requirements described herein.
- Applicants to whom permits are issued at all times indemnify and save harmless the City of Suffolk, from responsibility from damage to, or liability arising from, the exercise of privileges granted in such permit either during construction or at any time in the future.
- Permits are issued for street openings at specified locations. If additional openings are necessary to complete the work at this site, the permittee must notify the City Manager or designated representative immediately.
- Limitations of working hours may be stipulated when necessary.
- Traffic is not to be re-routed without special permission of the City Manager or designated representative.
- Traffic is to be protected by adequate lights, barricades, and construction signs at all times in accordance with MUTCD standards.
- All backfilling of trenches is to be made in layers not to exceed six inches loose depth and compacted to a density rate 95%.
- Compaction by water will not be permitted.
- Where entrances are disturbed, they must be restored to their original condition or to a condition satisfactory to the City Manager or designated representative.
- The absence of an inspector does not in any way relieve the permittee of his responsibility to perform the work in accordance with the provisions of this permit.
- The Permittee is responsible for ensuring that all utility markings are removed within twenty (20) days after the completion of work. If the utility markings are not removed by the time specified herein, the City will consider the markings as graffiti. The City, in accordance with existing City ordinances, may remove graffiti, and the costs associated with such removal will be the responsibility of the contractor or Permittee. The City shall have the right to suspend further permits to contractor or Permittee until the utility markings removed.
- The Permittee, its agents, employees, officers, and assigns assume all responsibility and liability for any injury to persons or damage to public or private property caused directly or indirectly by the performance of work performed under this permit.
- This permit shall expire six months from the date of approval.
- The City of Suffolk reserves full municipal control over the subject of this permit.
- Permittee agrees to notify the Department of Public Works when the work herein referred to is completed.
- A copy of this permit must be maintained on the site at all times.
Warranty of Construction (Form)
## Warranty of Construction

<table>
<thead>
<tr>
<th>Project Name:</th>
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<tbody>
<tr>
<td>Project No:</td>
<td>Other:</td>
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<tr>
<td>Contract Completion Date:</td>
<td></td>
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<tr>
<td>Contractor:</td>
<td></td>
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<tr>
<td>Owner: City of Suffolk, Virginia</td>
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This Certificate of Final Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

|  |
|  |
|  |
|  |
|  |

TO WIT: The Owner and Contractor are hereby advised that the Work to which this certificate applies has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and that all Work is hereby declared to be finally complete in accordance with the Contract Documents on:

**Date of Final Completion**

_The date of Final completion is the date which all guarantees and warranties begin._

This certificate is issued, accepted, and acknowledged by:

<table>
<thead>
<tr>
<th>Engineer</th>
<th>By</th>
<th>Title</th>
<th>Date</th>
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<table>
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<tr>
<th>Contractor</th>
<th>By</th>
<th>Title</th>
<th>Date</th>
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<tr>
<th>City of Suffolk, VA</th>
<th>By</th>
<th>Title</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Owner</td>
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</table>
Lien and Claims Release (Form)
LIENS AND CLAIMS RELEASE

To: Project Name. __________________________

Date: __________________________

Original Contract Amount: __________________________

Change Orders $ __________________________

Revised Contract Amount $ __________________________

Previous Payments: __________________________

Retainage: __________________________

Current Payment: __________________________

Contract Balance plus retainage: $ __________________________

STATE OF __________________________

CITY OF __________________________

KNOW ALL MEN THAT, ______ for and in consideration of, the sum of $ ______ in payment of Invoice____ dated ______________, does hereby waive, release and relinquish any claims of lien which now has upon the premises known and described as:

____________________________________________________________________________

for labor, materials and services furnished prior to ______________

Said premises being owned by _________________________________________________________

By: __________________________

Signature

Printed Name, Title

___ day of __________________________

My Commission Expires: __________________________
SUPPLEMENTAL SPECIFICATIONS
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PART 1 GENERAL

1.1 DESCRIPTION

This work consists of furnishing all necessary engineering and design services, supervision, labor, tools, materials, and equipment to perform all work necessary to install the helical tieback anchors in accordance with the specifications described herein, and as shown on the drawings. The Contractor shall install a helical tieback anchor that will develop the load capacities as indicated on the drawings. This includes provisions for load testing to verify tieback capacity and deflection.

1.2 CONTRACTOR QUALIFICATIONS

The helical tieback anchor Contractor shall be experienced in performing design and construction of helical tieback anchors and shall furnish all materials, labor, and supervision to perform the work. The Contractor shall be trained in the proper methods of design and installation of screw anchor tiebacks. The Contractor shall provide names of on-site personnel materially involved with the work. At a minimum, these personnel shall include foreman, machine operator, and project engineer/manager.

1.3 DEFINITIONS

Bearing Stratum: Soil layer(s) of sufficient strength capable of resisting the applied axial load transferred by the helical tieback.

Contractor: The person/firm responsible for performing the helical tieback anchor work.

Coupling: Central steel shaft connection means formed as integral part of the plain extension shaft material. For square shaft anchors, couplings are external cast sleeves, or hot upset forged sockets.

Coupling Bolt(s): High strength, structural steel fasteners used to connect helical anchor segments together. For square shaft segments, the coupling bolt transfers axial load only.

Design Load (DL): Maximum anticipated service load applied to the helical anchor.

Free Length: Length of plain extension acting as a tendon, which is free to elongate elastically (unbonded length or stressing length). Helix plates shall not be located in free length section of tieback.

Helical Extension: Helical tieback anchor component installed immediately following the lead or starter section, if required. This component consists of one or more helix plates welded to a central steel shaft of finite length. Function is to increase bearing area.

Helical Tieback Anchor: Bearing type anchor used to transfer tensile loads to soil. Helical tieback anchors consist of a central steel shaft, helix bearing plates, coatings, corrosion protection, and a wall connection.

Helix Plate: Generally round steel plate formed into a ramped spiral. The helical shape provides the means to install the helical tieback anchor, plus the plate transfers load to soil in end-bearing.

Lead Section: The first helical tieback anchor component installed into the soil, consisting of single or multiple helix plates welded to a central steel shaft.
Performance Test: Similar to a Proof Test except a cyclic loading method is used to analyze total, elastic, and net movement of the helical anchor. Often used for pre-contract or pre-production load tests, in addition to a specified percentage of production anchors.

Plain Extension: Central steel shaft of finite length without helix plates. It is installed following the installation of the lead or starter section or helical extension (if used). The units are connected with couplings and bolts. Plain extensions are used to extend the helix plates beyond the specified minimum free length and into competent load bearing stratum.

Proof Test: Incremental loading of a helical anchor, holding for a period of time, and recording the total movement at each load increment.

Safety Factor: The ratio of the ultimate capacity to the working or design load used for the design of any structural element.

Square Shaft (SS): Solid steel, round-cornered-square central shaft elements.

Thread Bar Adapter: Section of central steel shaft used to connect the helical anchor to the wall face via a high tensile strength prestressing thread bar.

Torque Strength Rating: The maximum torque energy that can be applied to the helical tieback anchor during installation in soil.

1.4 ALLOWABLE TOLERANCES

Centerline of helical tieback anchor shall be not more than 6 inches from indicated plan location.

The angular tolerance between installed tieback anchor angle and design angle shall be ±3° as shown on the drawings.

1.5 QUALITY ASSURANCE

The Contractor shall employ an adequate number of skilled workers who are experienced in the necessary crafts and who are familiar with the specified requirements and methods needed for proper performance of the work of this specification.

All helical tieback anchors shall be installed in the presence of a designated representative of the Owner unless said representative informs the Contractor otherwise. The designated representative shall have the right of access to any and all field installation records and test reports.

Screw anchor components as specified herein shall be manufactured by a facility whose quality systems comply with ISO (International Organization of Standards) 9001 requirements. Certificates of Registration denoting ISO Standards Number shall be presented upon request to the Owner or their representative.

Provide a standard one-year warranty on materials and workmanship of the product.

Design of helical tieback anchors shall be performed by a licensed professional engineer as required in accordance with existing local code requirements or established local practices.
1.6 DESIGN CRITERIA

Helical tieback anchors shall be designed to meet the specified loads and acceptance criteria as shown on the drawings. The calculations and drawings required from the Contractor or Engineer shall be submitted to the Owner for review and acceptance.

Individual helical tieback anchors shall be designed so that the maximum test load will not exceed 90 percent of the minimum ultimate tension capacity of the central steel shaft material. The Contractor shall select the type of thread bar to be used. The thread bar shall be sized so the design load does not exceed 60 percent of the guaranteed ultimate tensile strength of the thread bar. In addition, the thread bar shall be sized so the maximum test load does not exceed 80 percent of the guaranteed ultimate tensile strength of the thread bar.

The overall length and installed torque of a helical tieback anchor shall be specified such that the required in-soil capacity is developed by end-bearing on the helix plate(s) in an appropriate strata(s).

1.7 GROUND CONDITIONS

The Geotechnical Report, including logs of soil borings as shown on the boring location plan, shall be considered to be representative of the in-situ subsurface conditions likely to be encountered on the project site. Geotechnical Report shall be used as the basis for helical tieback anchor design using generally accepted engineering judgment and methods.

1.8 SUBMITTALS

1.8.1 Construction Submittals

The Contractor and Engineer shall prepare and submit to the Owner, for review and approval, working drawings and design calculations for the helical tieback anchor intended for use at least 14 calendar days prior to planned start of construction. All submittals shall be signed and sealed by a Registered Professional Engineer currently licensed in the State of Virginia.

The Contractor shall submit a detailed description of the construction procedures proposed for use to the Owner for review. This shall include a list of major equipment to be used.

The Working Drawings shall include the following:

- Helical anchor number, location and pattern by assigned identification number
- Helical anchor design load
- Type and size of central steel shaft
- Helix configuration (number and diameter of helix plates)
- Minimum effective installation torque
- Minimum overall length
- Inclination of helical anchor
- Type and size of thread bar

The Contractor shall submit shop drawings for all helical tieback anchor components and anchorage details to the Owner for review and approval. This includes helical tieback anchor lead/starter and extension section identification (manufacturer’s catalog numbers).
The Contractor shall submit certified mill test reports for the central steel shaft, as the material is delivered, to the Owner for record purposes. The ultimate strength, yield strength, % elongation, and chemistry composition shall be provided.

The Contractor shall submit plans for production testing for the helical tieback anchors to the Owner for review and acceptance prior to beginning load tests. The purpose of the test is to determine the load versus displacement response of the helical tieback anchor and provide an estimation of ultimate capacity.

The Contractor shall submit to the Owner copies of calibration reports for each torque indicator or torque motor, and all load test equipment to be used on the project. The calibration tests shall have been performed within forty five (45) working days of the date submitted. Helical tieback anchor installation and testing shall not proceed until the Owner has received the calibration reports. These calibration reports shall include, but are not limited to, the following information:

- Name of project and Contractor
- Name of testing agency
- Identification (serial number) of device calibrated
- Description of calibrated testing equipment
- Date of calibration
- Calibration data

Work shall not begin until all the submittals have been received and approved by the Owner. The Contractor shall allow the Owner a reasonable time to review, comment, and return the submittal package after a complete set has been received. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the Contractor.

1.8.2 Installation Records

The Contractor shall provide the Owner copies of helical tieback anchor installation records within 24 hours after each installation is completed. Formal copies shall be submitted on a weekly basis. These installation records shall include, but are not limited to, the following information.

- Name of project and Contractor
- Name of Contractor’s supervisor during installation
- Date and time of installation
- Name and model of installation equipment
- Type of torque indicator used
- Location of helical anchor by assigned identification number
- Elevation of anchorage
- Actual helical tieback anchor type and configuration – including lead/starter section (number and size of helix plates), number and type of extension sections (manufacturer’s SKU numbers)
- Helical tieback anchor installation duration and observations
- Total length of installed helical anchor
- Inclination of helical anchor
- Installation torque at one-foot intervals for the final 10 feet
- Comments pertaining to interruptions, obstructions, or other relevant information
- Rated load capacities

1.8.3 Test Reports

The Contractor shall provide the Owner copies of field test reports within 24 hours after completion of the load tests. Formal copies shall be submitted within a reasonable amount of time following test completion. These test reports shall include, but are not limited to, the following information.
a. Name of project and Contractor
b. Name of Contractor’s supervisor during installation
c. Name of third party test agency
d. Date, time, and duration of test
e. Location of helical anchor by assigned identification number
f. Type of test (performance, proof)
g. Description of calibrated testing equipment and test set-up
h. Actual helical tieback anchor type and configuration – including lead/starter section, number and type of extension sections (manufacturer’s SKU numbers)
i. Steps and duration of each load increment
j. Cumulative anchor-head movement at each load step
k. Comments pertaining to test procedure, equipment adjustments, or other relevant information
l. Signed by third party test agency representative, registered professional engineer, or as required by local jurisdiction

1.8.4 Closeout Submittals

Warranty: Warranty documents specified herein.

a. Manufacturer’s Warranty: Submit, for Owner’s Acceptance, manufacturer’s standard warranty document executed by authorized company official. Manufacturer’s warranty is in addition to, and not a limitation of, other rights the Owner may have under Contract Document.

PART 2 PRODUCTS

2.1 CENTRAL STEEL SHAFT

The central steel shaft, consisting of lead sections, helical extensions, and plain extensions, shall be hot rolled Round-Cornered-Square (RCS) solid steel bars meeting dimensional and workmanship requirements of ASTM A29. The bar shall be modified medium carbon steel grade (similar to AISI 1044) with improved strength due to fine grain size with a minimum yield strength of 70 ksi or as required to fully develop the design anchor loads.

2.2 HELIX BEARING PLATE

Hot rolled carbon steel sheet, strip, or plate formed on matching metal dies to true helical shape and uniform pitch. Bearing plate material shall conform to ASTM A572, A1018, or A656 with minimum yield strength of 50 ksi. Minimum plate thickness shall be 3/8”.

2.3 BOLTS

The type of bolts used to connect the central steel shaft sections together shall conform to SAE J429, Grade 8; ASTM A325 or A320, Grade L7; or ASTM A193, Grade B7.

2.4 COUPLINGS

The coupling shall be formed as an integral part of the plain and helical extension material as hot upset forged sockets or shall be a cast steel sleeve with two holes for connecting shaft sections together.

2.5 THREAD BAR

Helical tieback anchor thread bar shall be either a threaded stud adapter, or a combination of high-strength steel bar and ductile iron or forged steel adapter, both of which are attached to the previously
installed central steel shaft via an integrally forged socket or cast steel socket and coupling bolt. High-strength steel bar shall be a continuous thread steel bar of specified diameter and length depending on the application and load, conforming to ASTM A615 or A722.

2.6 ANCHORAGE

Anchorages shall be a steel bearing plate with a heavy hex nut and beveled washer as indicated.

2.7 CORROSION PROTECTION

Hot-dip galvanize all steel fabrications and associated hardware in accordance with ASTM A123 or A153 after fabrication.

PART 3 EXECUTION

3.1 SITE CONDITIONS

Prior to commencing helical anchor installation, the Contractor shall inspect the work of all other trades and verify that all work is completed to the point where helical tieback anchors may commence without restriction.

The Contractor shall verify that all helical tieback anchors may be installed in accordance with all pertinent codes and regulations regarding such items as underground obstructions, right-of-way limitations, utilities, etc.

In the event of a discrepancy, the Contractor shall notify the Owner. The Contractor shall not proceed with helical tieback anchor installation in areas of discrepancies until discrepancies have been resolved.

3.2 INSTALLATION EQUIPMENT

Rotary type, hydraulic power driven torque motor with clockwise and counter-clockwise rotation capabilities. The torque motor shall be capable of continuous adjustment to revolutions per minute (RPM’s) during installation. Percussion drilling equipment shall not be permitted. The torque motor shall have torque capacity 15% greater than the torsional strength rating of the central steel shaft to be installed.

Equipment shall be capable of applying adequate down pressure (crowd) and torque simultaneously to suit project soil conditions and load requirements. The equipment shall be capable of continuous position adjustment to maintain proper helical anchor alignment.

3.3 INSTALLATION TOOLING

Kelly Bar Adapter (KBA) and drive tool used in accordance with the manufacturer’s written installation instructions.

A torque indicator shall be used during helical tieback anchor installation. The torque indicator can be an integral part of the installation equipment or externally mounted in-line with the installation tooling. Torque indicators shall:

a. Be capable of providing continuous measurement of applied torque throughout the installation.

b. Be capable of torque measurements in increments of at least 500 ft-lb

c. Be calibrated prior to start of work. Torque indicators which are an integral part of the installation equipment shall be calibrated on-site. Torque indicators which are
mounted in-line with the installation tooling shall be calibrated either on-site or at an appropriately equipped test facility. Indicators that measure torque as a function of hydraulic pressure shall be calibrated at normal operating temperatures.

d. Be re-calibrated, if in the opinion of the Owner and/or Contractor reasonable doubt exists as to the accuracy of the torque measurements.

3.4 INSTALLATION PROCEDURES

3.4.1 Central Steel Shaft

The helical tieback anchor installation technique shall be such that it is consistent with the geotechnical, logistical, environmental, and load carrying conditions of the project. The lead section shall be positioned at the location as shown on the working drawings. The lead section may be started perpendicular to the wall face to assist initial advancement into the soil. After initial penetration, the required inclination angle shall be established. The helical tieback anchor sections shall be engaged and advanced into the soil in a smooth, continuous manner at a rate of rotation of 5 to 20 RPM's. Extension sections shall be provided to obtain the required minimum overall length and installation torque as shown on the working drawings. Connect sections together using coupling bolt and nut torqued to 40 ft-lb. Sufficient down pressure shall be applied to uniformly advance the helical tieback anchor sections approximately 3 inches per revolution. The rate of rotation and magnitude of down pressure shall be adjusted for different soil conditions and depths.

3.4.2 Thread Bar

After the termination criteria has been met, the central steel shaft shall be connected to the anchorage with the threaded stud adapter or with the combination of high-strength steel bar and adapter.

3.5 TERMINATION CRITERIA

The torque as measured during the installation shall not exceed the torsional strength rating of the central steel shaft.

The minimum installation torque and minimum free-length criteria as shown on the working drawings shall be satisfied prior to terminating the helical tieback anchor installation. In the event any helical anchor fails these production quality control criteria, immediately notify the Owner, who will determine the procedure to be followed.

If the torsional strength rating of the central steel shaft and/or installation equipment has been reached prior to achieving the minimum free-length required, the Contractor shall perform one of the following procedures as directed by the Owner at no additional cost to the Owner:

a. Terminate the installation at the depth obtained subject to the review and acceptance of the Owner,

b. Remove the existing helical tieback anchor and install a new one with fewer and/or smaller diameter helix plates. The new helix configuration shall be subject to review and acceptance of the Owner. If re-installing in the same location, the top-most helix of the new helical tieback anchor shall be terminated at least (3) three feet beyond the terminating depth of the original anchor without exceeding any applicable maximum embedment length requirements,

c. Replace the existing helical tieback anchor with one having a shaft with a higher torque strength rating. The new shaft size/type shall be subject to review and acceptance of the Owner. If re-installing in the same location, the top-most helix of the new helical tieback anchor shall be terminated at least (3) three feet beyond the terminating depth of the original anchor without exceeding any applicable maximum embedment length requirements.
If the minimum installation torque as shown on the working drawings is not achieved at the minimum overall length, the Contractor shall perform one of the following procedures as directed by the owner at no additional cost to the Owner:

a. Install the helical tieback anchor deeper using additional extension sections until the minimum installation torque criterion is met, provided that, if a maximum length constraint is applicable, continued installation does not exceed said maximum length constraint,
b. Remove the existing helical tieback anchor and install a new one with additional and/or larger diameter helix plates. The new helix configuration shall be subject to review and acceptance of the Owner. If re-installing in the same location, the top-most helix of the new helical tieback anchor shall be terminated at least (3) three feet beyond the terminating depth of the original anchor provided that, if a maximum length constraint is applicable, continued installation does not exceed such maximum length constraint,
c. Rate the actual load capacity of the helical tieback anchor and install additional helical anchors as necessary. The rated capacity and additional anchor location shall be subject to the review and acceptance of the Owner.

If the minimum installation torque as shown on the working drawings is not achieved before reaching a specified maximum embedment length, the Contractor shall perform one of the following procedures as directed by the Owner at no additional cost to the Owner:

a. If allowed by the Owner's Representative, remove the existing helical tieback anchor and reinstall at a position at least three times the diameter of the largest helix away from the initial location. Original embedment length and installation torque criteria must be met. Repositioning may require the installation of additional helical tieback anchors with design loads adjusted for spacing changes,
b. Demonstrate acceptable helical tieback anchor performance through proof testing,
c. Rate the actual load capacity of the helical tieback anchor and install additional helical anchors as necessary. The rated capacity and additional anchor location shall be subject to the review and acceptance of the Owner.

If the helical tieback anchor is refused or deflected by a subsurface obstruction, the installation shall be terminated and the anchor removed. The obstruction shall be removed, if feasible, and the helical tieback anchor re-installed. If obstruction cannot be removed, the helical tieback anchor shall be installed at an adjacent location, subject to review and acceptance of the Owner.

If the torsional strength rating of the central steel shaft and/or installation equipment has been reached prior to proper positioning of the last plain extension section relative to the anchorage, the Contractor may remove the last plain extension and replace it with a shorter length extension. If it is not feasible to remove the last plain extension, the Contractor may cut extension to the correct length and field drill a hole in cut-off shaft. The Contractor shall not reverse (back-out) the helical anchor to facilitate extension removal.

The average torque for the last three feet of penetration shall be used as the basis of comparison with the minimum installation torque as shown on the working drawings. The average torque shall be defined as the average of the last three readings recorded at one-foot intervals.

3.6 HELICAL TIEBACK ANCHOR LOAD TESTS
The Contractor shall submit for review and acceptance the proposed helical tieback anchor load testing procedure. Production test procedures shall be in conformance with the helical anchor test procedures as detailed below, and shall provide the minimum following information:

- a. Type and accuracy of load equipment
- b. Type and accuracy of load measuring equipment
- c. Type and accuracy of anchor-head deflection equipment
- d. Calibration report for complete load equipment, including hydraulic jack, pump, pressure gauge, hoses, and fittings.

### 3.6.1 Load Test Equipment

The hydraulic jack shall be positioned at the beginning of the test such that the unloading and repositioning of the jack during the test shall not be required. The jacking system shall be capable of applying a tension load not less than eighty percent (80%) of the guaranteed ultimate tension capacity of the thread bar. The pressure gauge shall be graduated in 100 psi increments or less. The stroke of the jack shall not be less than the theoretical elastic elongation of the total helical anchor length at the maximum test load.

The load test equipment shall be capable of increasing or decreasing the applied load incrementally. The incremental control shall allow for small adjustments, which may be necessary to maintain the applied load for a sustained, hold period.

The reaction system (or retaining structure itself) shall be designed so as to minimize its movement under load and to prevent bending of the thread bar. If the reaction system is the retaining structure, then structure and connections shall be checked to determine if they have sufficient strength and capacity to distribute the test loads to the ground. The direction of the applied load shall be collinear with the helical anchor at all times.

A dial gauge shall be used to measure anchor movement. The dial gauge shall have an accuracy of at least +/-0.001-in. and a minimum travel sufficient to measure all anchor movements without requiring resetting the gauge. The dial gauge shall be positioned so its stem is coaxial with the axis of the anchor. The stem may rest on a smooth plate located at the end of the anchor. The plate shall be positioned perpendicular to the axis of the anchor. The dial gauge shall be supported by a reference apparatus to provide an independent fixed reference point. The reference apparatus shall be independent of the reaction system and shall not be affected by any movement of the reaction system.

The load test equipment shall be re-calibrated, if in the opinion of the Owner and/or Contractor reasonable doubt exists as to the accuracy of the load or deflection measurements.

### 3.6.2 Testing Program

The anchor testing program shall consist of two parts, performance tests and proof tests. The Owner shall select the helical tieback anchors to be performance tested. These anchors are to be installed, tested, and approved by the Owner prior to the installation of production anchors. All anchors, which are performance tested, shall be used as production anchors and incorporated into the retention structure. Upon completion and approval of the performance tests, the installation of production anchors may proceed.

Proof tests shall be performed on all production helical tieback anchors which are not performance tested. Proof tests results are subject to the approval of the Owner.

### 3.6.3 Performance Test Procedures
Two (2) percent of the helical tieback anchors or a minimum of two (2) anchors, which ever is greater, shall be performance tested in accordance with the following procedures. The helical anchors which are performance tested may be completely unloaded prior to adjusting to the lock-off load, if so warranted by the construction sequence. Final loading to the lock-off load does not require further movement readings. Helical tieback anchors shall be performance tested by incrementally loading and unloading the anchor in accordance with the following schedule. The load shall be raised from one increment to another immediately after recording the anchor movement. The anchor movement shall be measured and recorded to the nearest 0.001 inches with respect to an independent fixed reference point at the alignment load and at each increment load. The load shall be monitored with a pressure gauge. At load increments other than the maximum test load, the load shall be held just long enough to obtain and record the movement reading.

### PERFORMANCE TEST SCHEDULE

<table>
<thead>
<tr>
<th>CYCLICAL LOAD INCREMENTS (% DL/100)</th>
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<tbody>
<tr>
<td>AL 0.25DL*</td>
</tr>
<tr>
<td>0.25DL</td>
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<tr>
<td>0.75DL</td>
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</tbody>
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# - Except as noted
AL = Alignment Load (10%-15% DL); DL = Design (Working) Load

The 1.25DL load increment shall be held for ten (10) minutes. The ten minute observation period shall commence as soon as the 1.25DL load is applied to the anchor. Movements shall be recorded at 0.5, 1, 2, 3, 4, 5, 6, and 10 minutes. If the anchor movement between the one (1) minute and ten (10) minute readings exceeds 0.05 inches, then the 1.25 DL test load shall be maintained for an additional 20 minutes. Movements shall be recorded at 15, 20, 25, and 30 minutes. If the acceptance criteria is not satisfied, then the anchor test shall be continued for an additional 30 minutes. Movements shall be recorded at 45 and 60 minutes. If the acceptance criteria is not satisfied after this extended observation period, then the Contractor shall notify the Owner, who will determine the procedure to be followed. The Contractor shall plot the helical anchor movement versus load for each load increment marked with an asterisk (*) in the performance test schedule and plot the residual movement at each alignment load versus the highest previously applied load. Throughout the 1.25DL observation period, the load shall be held constant by adjusting the hydraulic pressure. Care must be taken so as not to exceed the 1.25DL test load.

### 3.6.4 Proof Test Procedures

All anchors which are not performance tested shall be proof tested. Anchors which are proof tested may be completely unloaded prior to adjusting to the lock-off load, if so warranted by the construction sequence. Final loading to the lock-off load does not require further movement readings. The proof test shall be performed by incrementally loading the helical anchor in accordance with the following schedule. The load shall be raised from one increment to another after an observation period. The
anchor movement shall be measured and recorded to the nearest 0.001 inches with respect to an independent fixed reference point at the alignment load and at each increment load. The load shall be monitored with a pressure gauge. At load increments other than the maximum test load, the load shall be held for a period not to exceed two (2) minutes. The two minute observation period shall begin when the pump begins to load the anchor to the next load increment. Movement readings shall be taken at the end of the two minute observation period.

<table>
<thead>
<tr>
<th>LOAD TEST SCHEDULE (%DL/100)</th>
<th>OBSERVATION PERIOD (MIN.)</th>
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<tbody>
<tr>
<td>AL</td>
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<tr>
<td>0.25DL</td>
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<td>1.00DL</td>
<td>2.0</td>
</tr>
<tr>
<td>1.25DL*</td>
<td>5.0</td>
</tr>
</tbody>
</table>

Reduce to lock-off load

# - Except as noted

AL = Alignment Load (10%-15% DL)
DL = Design (Working) Load

The 1.25DL test load shall be maintained for five (5) minutes. This five minute observation period shall commence as soon as the 1.25DL is applied to the anchor. Movement readings shall be recorded at 0.5, 1, 2, 3, 4, and 5 minutes. If the movement between the 0.5 and 5 minute reading exceeds 0.05 inches, then the 1.25DL test load shall be maintained for an additional five (5) minutes. Movement readings shall be recorded at 6 and 10 minutes. If the acceptance criteria is not satisfied, then the anchor test shall be continued for an additional twenty (20) minutes. Movement readings shall be recorded at 15, 20, 25, and 30 minutes. If the acceptance criteria is not satisfied after this extended observation period, then the Contractor shall notify the Owner, who will determine the procedure to be followed. The Contractor shall plot the helical anchor movement vs. load for each load increment in the proof test. Throughout the 1.25DL observation period, the load shall be held constant by adjusting the hydraulic pressure. Care must be taken so as not to exceed the 1.25DL test load.

3.6.5 ACCEPTANCE CRITERIA

The net movement for the performance and proof tests shall not exceed 0.10 inches during the final log cycle of time (examples, 3-min. to 30-min. for performance tests; 1-min. to 10-min. for proof tests).

If the above criteria is exceeded, then the test shall be continued for an extended period of time as specified for the performance test and for the proof test. If the final log cycle of time movement at the end of the extended observation period exceeds 0.10, then the Contractor shall perform one of the following procedures as directed by the Owner at no additional cost to the Owner:

a. Extend the observation period for an additional 60 minutes for the performance test with movement readings taken at 80, 90, 100, and 120 minutes. Extend the observation period for an additional 30 minutes if the proof test is involved with movement readings taken at 45 and 60 minutes. The net movement shall not exceed 0.10 inches during the final log cycle of time.

b. Install the helical anchor deeper so as to increase its average installation torque, provided that the maximum torque capacity of the anchor and the maximum length constraint is not exceeded. This anchor shall be proof tested.

c. Remove the helical anchor and reinstall an anchor with larger diameter and/or additional helices. If this anchor is reinstalled at the same location, then the last helix of this reinstalled anchor shall penetrate at least five feet beyond the length of the
original anchor, provided the maximum length constraint is not exceeded. This anchor shall be proof tested.

d. Reduce the design load of the helical anchor. This anchor shall be performance tested at the reduced design load. This option will require one or two additional anchors be installed adjacent to this reduced design load anchor. The number of additional anchors to be installed is a function of the reduced design load. Adjacent anchor(s) shall be installed at least three diameters, based on the largest helix, away from the reduced design load anchor. Design loads on adjacent anchor(s) shall be adjusted accordingly based on the revised horizontal spacing.

3.7 MEASUREMENT AND PAYMENT

Helical tieback anchors will be measured in units of each, complete in place, and will be paid for at the contract unit price per each. This price shall include mobilization and designing, furnishing, installing, and load testing helical tieback anchors while obtaining the design load capacity and minimum length of embedment.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
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<tbody>
<tr>
<td>Helical Tieback Anchors</td>
<td>Each</td>
</tr>
</tbody>
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TOPSOIL, CLASS A, 4” MIN, SEED, FERTILIZE

01 - Description

This work shall consist of furnishing and applying topsoil, fertilizer, lime, mulch, and seed in accordance with the requirements of the Virginia Department of Transportation (VDOT) specifications and in conformity with the depth, limits and quantities for the areas shown on the plans or as established by the Engineer.

02 – Materials

(a) **Class A topsoil** shall conform to the requirements of 2007 VDOT Road and Bridge Specifications, Section 244.02(b1).
(b) **Seed** shall conform to the requirements of 2007 VDOT Road and Bridge Specifications, Section 244.02(c).
(c) **Fertilizer** shall conform to the requirements of 2007 VDOT Road and Bridge Specifications, Section 244.02(d).
(d) **Lime** shall conform to the requirements of 2007 VDOT Road and Bridge Specifications, Section 244.02(e).
(e) **Mulch** shall conform to the requirements of 2007 VDOT Road and Bridge Specifications, Section 244.02(g).

03 – Measurements and Payment

Measurement and Payment of Topsoil, Class A, 4” MIN, Seed, Lime, Fertilize will be at the contract unit price per **Square Yard** of surface area based on plan quantities. The price shall include preparing area to receive topsoil and seed; furnishing, loading, transporting and applying topsoil; furnishing and applying fertilizer, lime, seed, and mulch; and maintaining areas until final acceptance.
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TREE PRESERVATION & PROTECTION

01 - Description
Protection of desirable trees from mechanical and other injury during land disturbing and construction activity.

02 – Materials

03 – Measurements and Payment
Measurement and Payment for Tree Protection shall be at the unit price per Liner Foot of Tree Protection installed. The unit price shall include all costs of labor, materials, tools, and equipment necessary to provide the required tree protection, as indicated on the plans. The bid price shall also include any repair or replacement of damaged and/or unacceptable erosion control measures.
Geotechnical Engineering Services Report

Engineering & Testing Services, Inc.
5226 Indian River Road
Suite 103
Virginia Beach, Virginia, 23464
Telephone: 757-306-1040
Fax: 757-306-1042
www.etsva.com
November 10, 2015

To: Clark Nexsen
   4525 Main Street, Suite 1400
   Virginia Beach, Virginia 23462

Attn: Mr. Steve Weber, PE
   Senior Structural Engineer

Re: Geotechnical Engineering Services Report
   Proposed College Drive Sidewalk
   Lake View Parkway & College Drive
   Suffolk, Virginia
   ETS Report No.: ETS-15E146-1

Dear Mr. Weber:

Transmitted herewith is the Geotechnical Engineering report for the above referenced project. This study was authorized by Mr. Dave Bradshaw, PE on October 7, 2015 and prepared in general accordance with ETS Proposal No.: ETS-15P160 dated June 8, 2015 and current industry practices and from recent general discussions regarding the proposed construction.

This report contains the results of our field exploration program and laboratory testing procedures along with an engineering interpretation of these data with respect to the available project characteristics, and our recommendations to aid in the design and construction of sheet walls, concrete sidewalk, and other earth related components of the project. We will store the soil samples for 30 days after which time they will be discarded, unless you request otherwise.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance, such as providing our inspection services during construction, or if you have any questions regarding this report, please contact our office at 757-306-1040.

Respectfully Submitted,

Engineering & Testing Services, Inc.

Charlie T. Nabhan, P.E.          Ali Q. Abdullah, Ph.D.
Principal Geotechnical Engineer                       Project Engineer
VA License No.: 25133
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APPENDIX VI – CONSOLIDATION TEST RESULTS
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1.0 Purpose and Scope of Study

The purpose of this study was to determine the general subsurface conditions by drilling soil test borings and to evaluate the soils conditions with respect to the design and construction of sheet walls, sidewalks, and other earth supported components of the proposed College Drive Sidewalk project to be constructed in Suffolk, Virginia.

Also included is an evaluation of the site with respect to potential construction problems and recommendations dealing with the earthwork and quality control during construction. The recommended construction procedures are considered necessary to verify the subsurface conditions and to aid in ascertaining that the soils connected phases are properly performed.

2.0 Site and Project Characteristics

The project site, College Drive Sidewalk, is located along the north side of College Drive between Lake View Parkway and the entrance to the existing shops in Suffolk, Virginia. During the time of our field exploration program, an existing guard rail was observed along the north side of College Drive. Behind the guardrail, an existing foot path and a steep slope that leads to an existing channel and four 42-inch concrete pipes were observed.

It is our understanding that the proposed construction at this site will consist of the design and construction of a 4-foot wide sidewalk. Existing site grades along the proposed sidewalk range from about Elev. + 12.59 to Elev. + 17.30 and drops off to Elev. + 8.00 at the bottom of the slope adjacent to the existing channel. Based on a preliminary grading plan, proposed grade elevations range from Elev. + 12.59 to Elev. + 17.30. Therefore, up to 4.57 feet of fill placement will be required to establish final grade elevations. Due to the steep slope and where the most fill will be required to establish final grades, a sheet piling system will be designed and installed to retain the fill materials. The majority of the proposed sidewalk will bear on the retained fill materials; however, portion of the sidewalk will span over the area of the existing four 42-inch concrete pipes and will be supported on a shallow foundation system.

The information listed above is used during our engineering evaluation to predict in-situ soil response to the proposed construction and to estimate the magnitude of post-construction settlements. If the information noted above has changed, please inform ETS so that we may amend the recommendations presented in this report, if appropriate.

3.0 Field Exploration Program

In order to explore the general subsurface soil types and to aid in developing associated design parameters for sheet piles design purposes, two 50-foot deep Standard Penetration Test (SPT) Borings, designated as B-1 and B-2, were drilled at accessible locations along the proposed sidewalk and as shown on the attached plan. In addition,
one 7-foot deep handauger boring was drilled at the west end of the proposed sidewalk. The SPT borings were performed with the use of a power drill rig using mud drilling procedures.

The soil samples were obtained with a Split-Spoon Sampler in general accordance with the Standard Penetration Test (SPT) procedure (ASTM D1586). These samples were collected continuously from the ground surface to a 10-foot depth and at 5 foot intervals thereafter. The soil samples were obtained with a standard 2-inch outside diameter and 30-inch long split spoon sampler with each SPT. The split spoon sampler was driven into the soils 24 inches by a 140 pound hammer falling approximately 30 inches. The number of blows required to drive the sampler each 6-inch increment of penetration was recorded and is noted on the boring logs. The recorded SPT N value (blows per foot) noted in this report is the sum of the second and third penetration increments. The SPT borings were located and staked in the field by ETS personnel. The approximate boring locations are shown on the attached plan included in Appendix I. The boring logs and profiles are included in Appendix II and III of this report, respectively.

In addition to the SPT borings, an undisturbed Shelby Tube specimen was collected from boring B-2 from a depth of about 33 to 35 feet below existing site grades. The Shelby tube sample was subjected to One-dimensional Consolidation testing for determination of in-situ consolidation parameters and prior stress history of the underlying clayey soils. Also, the Shelby tube specimen was subjected to unconfined compression test in accordance with ASTM D2166.

4.0 Laboratory Testing Procedures

Representative portions of all soil samples collected during drilling were sealed in glass jars, labeled and transferred to ETS AASHTO accredited laboratory for classification and analysis. A visual soil classification was performed by ETS Geotechnical Engineer in accordance with ASTM D2488. Ten samples were selected and subjected to Natural Moisture Content (ASTM D2216), No. 200 Sieve Analysis (ASTM D1140), and Atterberg Limits (ASTM D 4318) testing. The purpose of these tests is to confirm the visual soil classification and to estimate the soil design parameters. The summary of laboratory test data is included in Appendix IV of this report. The consolidation test results are included in Appendix VI of this report. The unconfined compression test report is included in Appendix VII of this report.

5.0 Subsurface Soil Conditions

The results of our field exploration program revealed the presence of approximately 4 inches of topsoil materials at the boring locations underlain by about 2 to 4 feet of fill materials. The fill materials consisted of silty sand (SM) with traces of gravel, asphalt, and organics. Underlying the topsoil materials and extending to the boring termination depths of 50 feet, the subsurface soils were arranged in a three layer configuration.
The initial soil layer extended from below the fill materials to an average depth of about 33 feet below grades. The soils of this layer were granular in nature and consisted of sand (SM, SC, & SP) with varying amounts of silt and/or clay. It should be noted that a thin layer of silty clay (CL) was encountered at the location of SPT boring B-1 between the depths of 23 and 25 feet below grades. The Standard Penetration Test (SPT) results, N-values, recorded within the sandy soils ranged from 0 (weight of hammer) to 16 blows per foot (BPF) indicating that the sandy soils were very loose to medium dense relative density.

The second soil layer extended from a depth of about 33 feet to a depth of about 38 feet below grades. The soils of this layer were cohesive in nature and consisted of fat and silty clay (CH & CL-ML) with traces of sand. The N-values recorded within the clayey soils ranged from 3 to 7 blows per foot (BPF) indicating that the cohesive soils were soft to medium stiff consistency.

The final soil layer extended from a depth of about 38 feet to the boring termination depths of 50 feet. The soils of this layer were comprised of sands (SM & SC-SM) with varying amounts of silt and/or clay. The Standard Penetration Test (SPT) results, N-values, recorded within the sandy soils ranged from 1 to 38 blows per foot (BPF) indicating that the sandy soils were very loose to dense relative density. The SPT “N” values versus depths are shown in Figure 1.

![Figure 1: Soil Resistance through the Soil Strata at the Boring Locations](image-url)
6.0 Groundwater Observations

6.1 Groundwater Level

The groundwater level was measured at the boring locations immediately following completion of drilling operations. The groundwater level was measured to be approximately 7 to 8.5 feet below the existing grades at the location of borings B-1 and B-2. It should be noted that groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of the rainfall patterns, as well as manmade influences such as drainage ponds, ocean tides, existing swales, under drains and areas of covered soil (paved parking lots, sidewalks). It is estimated normal seasonal high groundwater level will be at about 4 feet below the existing grades. In general, high groundwater levels are normally recorded in late winter and early spring.

6.2 Groundwater Concerns

It is expected that dewatering will be required for excavations, which extend below 5 feet from existing grades. Dewatering at depths below the groundwater table from existing grades may require well pointing. It is recommended that the contractor determine the actual groundwater levels at the time of construction to determine groundwater impact during construction at this project.

7.0 Construction Recommendations

7.1 Clearing and Subgrade Preparation

Prior to construction, the location of any existing underground utility lines within the construction area should be established and these utilities relocated to an area that will not be affected or interfere with construction. If underground pipes are not properly integrated, removed or plugged, they may serve as conduits for subsurface erosion, which subsequently may result in excessive settlement of sidewalks.

Areas receiving new fill materials should be cleared by means of removing the existing topsoil materials, brushed, and trees. In general, approximately 4 inches of topsoil will be required to be removed from the proposed sidewalk area. Over excavation of unsuitable materials and organic deposits could extend deeper in isolated areas which become evident during the clearing operations. It is further recommended that the clearing operations extend laterally at least 3 feet beyond the perimeter of the proposed concrete sidewalk areas.

After the subgrade soil elevations within the proposed sidewalk areas have been established, they should be observed by the Geotechnical Engineer. Any pumping and unstable areas observed should be undercut and/or stabilized at the directions of the Geotechnical Engineer. It is recommended that, within the proposed sidewalk areas, natural soils at the proposed subgrade elevations should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D698).
7.2 Structural Fill and Placement Requirements

Following the approval of the natural subgrade soils by ETS, the placement of the fill required to establish the design grades may begin. All structural fill to be placed behind the sheet walls and within the proposed concrete sidewalk areas should be compacted to a dry density of at least 95 percent of the Standard Proctor maximum dry density (ASTM D698). Any material to be used for backfill or compacted fill should be tested by ETS prior to placement to determine if they are suitable for the intended use. Structural fill materials should consist of sand or gravel with less than 20% passing the No. 200 Sieve (0.074 mm) and classified as SP, SM, SW, GP, and GW.

All structural fill materials should be placed in 10-inch loose lifts and be compacted to a dry density of at least 95% of the Standard Proctor maximum dry density (ASTM D698). The native and clayey materials could be placed in 12-inch loose lifts and be compacted to a dry density of at least 95% of the materials Standard Proctor maximum dry density (ASTM D698). A soils technician working under the direction of a licensed professional Geotechnical Engineer should perform field density tests on each lift as necessary to determine that adequate compaction is achieved.

8.0 DESIGN RECOMMENDATIONS

8.1 Foundations Design Recommendations

Provided that the earthwork phase operations and other construction recommendations are performed properly and to the satisfaction of the Geotechnical Engineer, the results of our field exploration program and subgrade analysis indicate that portion of the sidewalk that will span over the area of the existing four 42-inch concrete pipes may be supported by shallow spread footings bearing on the native subgrade soils or properly placed structural fill materials.

All foundations for the proposed sidewalk may be designed using a net allowable soil pressure of 2,000 pounds per square foot (PSF). The base of all footings should be a minimum of 24 inches in width. Furthermore, the base of all footings should be at least 18 inches below grades.

8.2 Settlement

Based on the consolidation test results, it is estimated that the maximum resulting foundation settlements should be on the order of approximately 1-inch or less. The maximum differential settlement is expected to be less than ½ -inch at the project site. Post-construction settlement was estimated on the basis of the results of the field penetration tests, amount of fill placed to establish finish grades, laboratory tests, the structural load estimates and the proposed construction. Careful field control will contribute substantially towards minimizing the settlements at this site.
Proposed grades and project information are used during our subsurface evaluation in order to estimate the potential for post-construction settlements and to estimate the soil-structure interaction at footings. If the proposed grades and project information noted in Section 2 of this report are incorrect or have changed, please inform ETS so that we may amend the recommendations presented in this report, if appropriate.

8.3 Foundation Excavations

Footing excavations should extend into firm natural soil or compacted structural fill. The footing bearing soils should be observed by the Geotechnical Engineer prior to steel reinforcement and footing concrete placement. At the time of the observations, the Geotechnical Engineer may find it necessary to perform hand auger borings or use a hand penetration device in the bases of the foundation excavations. All unsuitable materials encountered in the bottom of foundation excavations should be undercut as recommended by the Geotechnical Engineer. The proposed footing elevations should be re-established by backfilling with lean concrete, Sand or Gravel. Sand backfill at footings should be compacted to a dry density of at least 100 percent of the Standard Proctor maximum dry density (ASTM D698). It is recommended that the approved footing bearing soils be compacted prior to reinforcing steel placement. All footings approved by the Geotechnical Engineer should be protected from physical disturbance, rain or frost. It is recommended that all footing concrete be placed the same day the excavations are performed.

8.4 Soils Parameters

It is recommended that the estimated soils parameters shown in Appendix V of this report may be used to design the sheet piles. The estimated soil parameters were developed based on the soils conditions and their N-values encountered at the boring locations. Soil conditions as well as soil parameters at other locations than those encountered at the boring locations may be different.

8.5 Adjacent Structures

When considering the suitability of a driven or vibrated sheet piles, consideration should be given to the integrity of nearby structures. Due to the large amount of energy required to install driven or vibrated sheet piles, vibrations of considerable magnitude are generated. These vibrations may affect nearby structures. These structures can, due to their proximity, be detrimentally affected by the construction unless proper protection measures are taken. In addition, experience has shown that these construction features will often lead adjacent property owners to conclude that damage to their property has taken place, even though none has occurred. It is therefore recommended that a thorough survey of the adjacent properties be made prior to starting construction. This will help to better evaluate real claims and refute groundless nuisance claims. The survey should include, but not be limited to the following:
1. Visually inspect adjacent structures, noting and measuring cracks and other signs of distress. Take photographs as needed.

2. Visually inspect adjacent pavements, noting and measuring any significant cracks, depressions, etc. Take photographs as needed.

3. Establish several benchmarks along foundation walls on adjacent structures. Both vertical and horizontal control should be employed.

4. Determine if equipment in any adjacent building is sensitive to vibration, and if so, establish proper control and a vibration monitoring system, including the use of a seismograph.

9.0 Warranty and Limitations of Study

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted Geotechnical engineering principles and practices. This warranty is in lieu of all warranties, either express or implied. ETS, Inc. is not responsible for the independent conclusions; opinions or recommendations made by others based on the field exploration program and laboratory test data presented in this report.

The recommendations were developed from the information obtained from the test borings, which only depict subsurface conditions at the specific locations, times and depth shown on the logs. Soils conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the Geotechnical Engineer or by his representative is therefore considered necessary to verify the subsurface conditions and to check that the soils construction phases are properly carried out. If significant variations or changes are in evidence, it may be necessary to re-evaluate the recommendations of this report. Furthermore, if the project characteristics are altered from those discussed in this report, if the project information contained in this report is incorrect, or if additional information become available, a review should be made by this office to determine if any modifications in the recommendations will be required.

The scope of our services does not include any environmental assessment or investigations for the possible presence of hazardous or toxic materials in the soil, groundwater or surface water within or in the general vicinity of the site studied. Any statements made in this report or shown on the test boring logs regarding unusual subsurface conditions, and/or composition, odor, staining, origin or other characteristics.
of the surface and/or subsurface materials are strictly for the information of our client and may or may not be indicative of an environmental problem. Unless complete environmental information regarding the site is already available, an environmental assessment is recommended prior to the development of this site.
APPENDICES

APPENDIX I – BORING LOCATION PLAN

APPENDIX II – SOIL BORING LOGS

APPENDIX III – SOIL BORING PROFILE

APPENDIX IV – SUMMARY OF LABORATORY TEST DATA

APPENDIX V – SUMMARY OF ESTIMATED SOIL PARAMETERS

APPENDIX VI – CONSOLIDATION TEST RESULTS

APPENDIX VII – UNCONFINED COMPRESSION TEST REPORT
APPENDIX I – BORING LOCATION PLAN
APPENDIX II – SOIL BORING LOGS
CLIENT: Clark Nexsen
PROJECT NUMBER: ETS-15E146
PROJECT NAME: Proposed College Drive Sidewalk
PROJECT LOCATION: Suffolk, Virginia

DATE STARTED: 10/16/15
COMPLETED: 10/16/15
GROUND ELEVATION: 17 ft
HOLE SIZE: 3 inches

DRILLING CONTRACTOR: FDI
DRILLING METHOD: MUD

LOGGED BY: A.A.
CHECKED BY: C.T.N.

NOTES:

GROUND WATER LEVELS:
\[\text{AT TIME OF DRILLING} \quad 8.50 \text{ ft} / \text{Elev} 8.50 \text{ ft}\]
\[\text{AT END OF DRILLING} \quad ---\]
\[\text{AFTER DRILLING} \quad ---\]

HOLE SIZE: 3 inches

GEOTECH BH PLOTS ETS 1 (SIDNI) - GINT STD US LAB.GDT - 11/10/15 16:15 - S:\ETS-15E\ETS-15E146 COLLEGE DRIVE SIDEWALK\BORING LOGS ETS-15E146.GPJ

Engineering & Testing Services, Inc
5226 Indian River Road Suite # 103
Virginia Beach, VA, 23363
Telephone: 757-306-1040
Fax: 757-306-1042
www.etsva.com

Bottom of borehole at 50.0 feet.
4" Topsoil (SM) Brown, Moist, Loose, Silty Sand with Trace of Gravel (Fill)

(SM) Brown, Moist, Loose, Silty Sand

(SM) Dark Brown, Moist, Very Loose, Silty Sand

(SC) Tan Brown, Moist to Saturated, Very Loose, Clayey Sand with Trace of Silt

(SM) Tan Brown, Saturated, Very Loose, Silty Sand with Trace of Clay

(SP) Tan Brown, Saturated, Medium Dense, Poorly Graded Sand with Trace of Silt and Clays

(CH) Gray, Saturated, Very Soft, Fat Clay with Trace of Sand

(SC-SM) Dark Gray, Saturated, Very Loose, Clayey Sand with Trace of Silt and Shell

(SC-SM) Gray, Saturated, Medium Dense, Clayey Sand with Trace of Silt and Shell

Bottom of borehole at 50.0 feet.
**Client:** Clark Nexsen  
**Project Number:** ETS-15E146  
**Project Name:** Proposed College Drive Sidewalk  
**Project Location:** Suffolk, Virginia  

**Date Started:** 11/4/15  
**Completed:** 11/4/15  
**Ground Elevation:**  
**Hole Size:** 3 inches  
**Drilling Method:** Hand Auger  
**Drilling Contractor:** ETS  
**Ground Water Levels:**  
**Checked By:** C.T.N.  
**Logged By:** A.A.  
**Checked By:** C.T.N.  

**Notes:**  
Bottom of borehole at 6.0 feet.

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<tr>
<td>6</td>
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**Material Description:**  
- (SM) Dark Brown, Moist, Silty Sand with Trace of Organic Materials  
- (SC) Brown Tan, Moist, Clayey Sand  
- (SM) Brown, Moist, Silty Sand
APPENDIX III – SOIL BORING PROFILE
DARK BROWN, MOIST, SILTY SAND (SM), TRACE ORGANICS (FILL)

BROWN-TAN, MOIST, CLAYEY SAND (SC)

BROWN, MOIST, SILTY SAND (SM)

BORING TERMINATED AT 7 FEET

Strata symbols
- Fill
- Clayey sand/
- Low plasticity clay
- Silty sand

GENERALIZED SOIL PROFILE

HORIZONTAL SCALE: DRAWN BY/APPROVED BY DATE DRAWN
VERTICAL SCALE: T=2

COLLEGE DRIVE SIDEWALK

PROJECT NO. ETS-15E146 FIGURE NUMBER

11/10/2015
# Summary of Laboratory Test Data

**Project Name:** Proposed College Drive SIDEWALK  
**Project Number:** ETS-15E146  
**Client:** Clark Nexsen

## Table 1A
### Summary of Soil Laboratory Tests

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<th>Boring Number</th>
<th>Depth (ft)</th>
<th>Natural Moisture (%)</th>
<th>#200 Sieve (%)</th>
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*NP* = Non Plastic
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<th>Y’ (Pcf)</th>
<th>Cu (Psf)</th>
<th>φ°</th>
<th>δ°</th>
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Y = Wet Unit Weight  
Y’ = Submerged Unit Weight  
Cu = Soil Consistency  
φ° = Soil Friction Angle  
δ° = Friction Angle Between the Wall and Soil  
Gmax = Maximum Shear Modulus (Kip/ft²)  
Vs = Shear Wave Velocity (ft/sec)
APPENDIX VI – CONSOLIDATION TEST RESULTS
**CONSOLIDATION TEST REPORT**

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<td>10</td>
<td>0.43</td>
</tr>
</tbody>
</table>

**MATERIAL DESCRIPTION**

<table>
<thead>
<tr>
<th>Natural Saturation</th>
<th>Moisture (%)</th>
<th>LL</th>
<th>PI</th>
<th>Sp. Gr.</th>
<th>Overburden (tsf)</th>
<th>P_c (tsf)</th>
<th>C_c</th>
<th>C_r</th>
<th>Initial Void Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>109.4 %</td>
<td>36.4 %</td>
<td>87.6</td>
<td>58</td>
<td>37</td>
<td>2.69</td>
<td>1.084</td>
<td>2.2</td>
<td>0.26</td>
<td>0.03</td>
</tr>
</tbody>
</table>

**USCS**

- Gray, saturated, fat clay (CH), very soft

**AASHTO**

- CH

**Project No.**

- ETS-15E146

**Client:** CLARK NEXSEN

**Project:** COLLEGE DRIVE SIDEWALK

**Source of Sample:** B-2

**Depth:** 33

**Sample Number:** S-10

**Remarks:**

**ENGINEERING AND TESTING SERVICES, INC.**

**Virginia Beach, VA**
Dial Reading vs. Time

Project No.: ETS-15E146
Project: COLLEGE DRIVE SIDEWALK
Source of Sample: B-2  Depth: 33  Sample Number: S-10

Load #1
0.13 tsf
C_v @ 0.90 min. = 0.544

Load #2
0.25 tsf
C_v @ 3.37 min. = 0.629

Load #3
0.50 tsf
C_v @ 3.14 min. = 0.657
Dial Reading vs. Time

Project No.: ETS-15E146
Project: COLLEGE DRIVE SIDEWALK

Source of Sample: B-2  Depth: 33  Sample Number: S-10

Dial Reading (in.)

Elapsed Time (min.)

Load # 4
1.00 tsf
Cv @ 3.68 min. =
0.540

Load # 5
2.00 tsf
Cv @ 7.13 min. =
0.275

ENGINEERING AND TESTING SERVICES, INC.

Virginia Beach, VA
APPENDIX VII – UNCONFINED COMPRESSIÓN TEST REPORT
<table>
<thead>
<tr>
<th></th>
<th>Specimen</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Content (%)</td>
<td>Specimen A</td>
<td>36.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dry Density (pcf)</td>
<td>Specimen A</td>
<td>81.614</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturation (%)</td>
<td>Specimen A</td>
<td>93.77</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Void Ratio</td>
<td>Specimen A</td>
<td>1.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diameter (in)</td>
<td>Specimen A</td>
<td>2.850</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height (in)</td>
<td>Specimen A</td>
<td>5.780</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Test Data

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unconfined Strength (psi)</td>
<td>3.920</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Undrained Shear Strength

- Undrained Shear Strength (tsf): 0.141
- Undrained Shear Strength (psi): 1.960

### Rate of Strain

- Rate of Strain (in/min): 0.050000

### Strain at Failure

- Strain at Failure (%): 0.72

### Description

- Client: Clark Nexsen
- Description: Gray, Very Soft, Fat Clay (CH)

### Project Information

- Project Num: ETS-15E146
- Project: Proposed College Dr Sidewalk
- Sampling Date: 10/16/2015
- Sample #: 1
- Client: Clark Nexsen

### Test Variables

- Specific Gravity: 2.65
- Liquid Limit: 58.0
- Plastic Limit: 21.0
APPENDIX B
TO: Department Directors, City Assessor, City Attorney, City Clerk, Registrar and Constitutional Officers

FROM: Nancy Olivo, Director of Human Resources, PhD, IPMA-CP

DATE: November 9, 2015

RE: 2015 - 2016 Holiday Calendars

2015 Holiday Calendar
Wednesday, November 11 – Veterans Day
Wednesday, November 25 – 4 Hours Additional Holiday Time
Thursday, November 26 – Thanksgiving Day
Friday, November 27 – Day After Thanksgiving
Thursday, December 24 – 8 Hours Additional Holiday Time
Friday, December 25 - Christmas Day

2016 Holiday Calendar
Friday, January 1– New Year’s Day
Friday, January 15 – Lee-Jackson Day
Monday, January 18 – Martin Luther King, Jr. Day
Monday, February 15 – George Washington Day
Monday, May 30 – Memorial Day
Monday, July 4 – Independence Day
Monday, September 5 – Labor Day
Monday, October 10 – Columbus Day
Friday, November 11 – Veterans Day
Wednesday, November 23 – 4 Hours Additional Holiday Time
Thursday, November 24 – Thanksgiving Day
Friday, November 25 – Day After Thanksgiving
Friday, December 23 – 8 Hours Additional Holiday Time
Monday, December 26 - Christmas Day
LIMITATIONS OF OPERATION and MAINTENANCE OF TRAFFIC

All work areas and lane closures shall be in accordance with the *Virginia work area protection manual dated May 2005* and shall be directed or approved by city of Suffolk public works department - engineering division. **No lane closure operation shall be conducted without a received written request 48 hours prior to the operation.** Once the request has been approved, work may commence.

Hours of lane closures shall be conducted between 9:00 am and 4:00 pm Monday through Friday. Lane closures will not be permitted on Saturdays, Sundays, state recognized holidays and other days deemed by the city of Suffolk to be the same as holidays. Lane closures will be prohibited from noon prior to an extended (three or four day) weekend to noon the following work day. The contractor shall not conduct operations when the weather causes unsafe conditions for the traveling public as determined by the public works department - engineering division. The public works engineering department reserves the right to change any or all of the working hours when such changes are in the best interest of the traveling public. The contractor may request a change in the hours of operation if the requested time will be safe for the traveling public. This request must be approved by the public works engineering department to conducting such operation.

All signs, equipment and material will be moved from the city of Suffolk’s right-of-way prior to the end of the lane closure time indicated. There shall be at least one lane open at all times.

Traffic control devices shall be kept clean, legible, and in proper working order at all times. The contractor shall provide a person whose responsibility shall be to inspect and maintain signs, barricades, other channelizing devices and lights during the time that traffic is restricted due to maintenance operations.

No lane closure signing or other traffic disruptive work is to be initiated prior to those times specified. The removal of all signs, equipment, and materials will be accomplished prior to the ending closure time indicated.
Except as noted herein, the contractor shall conduct operations in such a manner that one lane of traffic in each direction shall be maintained at all times. All lanes of travel are to be opened to traffic at the end of each workday.