PUBLIC WORKS DEPARTMENT

405 6TH STREET

SIOUX CITY, IOWA 51101

2016 Annual Storm Inlet Rebuild Project

PROJECT # 6847-549-133

CONTRACT DOCUMENTS

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OWNERSHIP OF DOCUMENT

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of the City of Sioux City, Iowa and is not to be used, in whole or in part, for any other project without the written authorization of the City.

2016 Annual Storm Inlet Rebuild

ENGINEER'S CERTIFICATION

LICENSED PROFESSIONAL ENGINEER GLENN DEAN ELLIS 22079 IOWA	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. Glenn D. Ellis **Glenn D Ellis, P.E.** License No. 22079 My renewal date is **December 31, 2017** Pages or sheets covered by this seal: **Entire Document.**

Date: 15 Jan. '16

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2016 Annual Storm Inlet Rebuild

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TECHNICAL SPECIFICATIONS
Iowa Statewide Urban Design and Specifications (SUDAS) – 2015 Edition
(Not Bound Herein, but available to download at www.iowasudas.org)

Sioux City Supplement to SUDAS
2015 Edition
(Not Bound Herein, but available to download at Sioux-city.org/engineering)

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NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COSTS FOR THE CONSTRUCTION OF THE 2016 ANNUAL STORM INLET REBUILD PROJECT (PROJECT NO. 6847-549-133), IN SIOUX CITY, IOWA, AND TAKING BIDS THEREON.

A public hearing will be held before the Sioux City City Council in the Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, on February 8, 2016 commencing at 4:00 P.M., Local Time, on the proposed plans, specifications, form of contract, and estimate of costs in the amount of $148,745 (the construction documents) for the construction of the 2016 Annual Storm Inlet Rebuild Project in Sioux City, Iowa (the project). At said hearing, the City Council will receive and consider any objections made by any interested party to said construction documents.

Sealed bids will be received by the City Clerk at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City, until 1:00 P.M., Local Time, February 9, 2016, for the construction of the project, as described in the construction documents. The work involved is the rebuilding of storm sewer inlets throughout the City.

Bids received will be opened and tabulated at a public meeting, presided over by a City Engineer, in the 4th Floor Hallway Conference Room in the Public Works Department, Room 409, City Hall, at 1:30 P.M., Local Time, on February 9, 2016. Thereafter, bids will be acted upon by the City Council at such time and place as may be fixed.

Each bid must be made on a form furnished by the City and must be accompanied by a bid bond, a cashier's check or certified check of an Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the amount of the bid, made payable to the City Treasurer of the City of Sioux City, Iowa. The check or draft may be cashed by the City Treasurer as liquidated damages in the event the successful bidder fails to enter into a contract within the ten (10) days after notice of award and post bond satisfactory to the City ensuring the faithful fulfillment of the contract.

Failure to submit a fully completed Bidder Status Form and Worksheet with the bid may result in the bid being deemed nonresponsive and rejected.

The contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all bids, readvertise for new bids and to waive informalities that may be in the best interest of the City. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa and to Iowa domestic labor.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by September 30, 2016.

Specifications for this project shall be the 2015 version of the Iowa Statewide Urban Standard Specifications for Public Improvements modified in accordance with the 2015 City of Sioux City Supplement.

Copies of said construction documents are available at the office of the City Clerk of Sioux City for examination by the public. The documents are also available for viewing by the public, or sub-contractors, or suppliers, on the City's Engineering website, under the Projects Out to Bid

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tab (https://sioux-city.org/engineering). Construction documents for private use, or potential prime contractors may be obtained from the Engineering Division, City Hall, upon deposit of fifteen dollars ($15) for each set. The deposit will be returned to depositor if the construction documents are returned in good condition within fourteen (14) days from date of award. **Contractors intending to bid as the prime contractor must obtain a hard copy of the plans, specifications and form of contract from the Engineering Division. Failure to obtain a hard copy may result in the bid being deemed nonresponsive and rejected.**

/s/ Lisa L. McCardle,
City Clerk of the City of Sioux City, Iowa

Publish in the Sioux City Journal January 30, 2016 and February 6, 2016.

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Instruction to Bidders

1. QUALIFICATION OF THE BIDDERS

A. The bidder must be qualified by experience, financing, and equipment to do the work described in the contract documents. Whenever required in the special provisions, the bidder shall furnish a statement of its construction experience and its general ability to perform the work contemplated, and shall submit same along with its proposal.

B. The City shall have the right to take such action as it may deem necessary in determining the ability of the bidder to perform the work satisfactorily. The City reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.

C. Upon request of the Engineer, the bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's inability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated inability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

D. Disqualification of Bidders – Any one or more of the following causes may be considered as sufficient for the disqualification of the bidder and the rejection of the bid or bids:

1. More than one bid for the same work from an individual, firm, partnership or corporation under the same or different names.
2. Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any further work.
3. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress, including projects with liquidated damages being assessed.
4. Incomplete work which in the judgment of the City Council might hinder or prevent the prompt completion of additional work, if awarded.
5. For being in arrears on existing contracts, in litigation with the City, or having defaulted on a previous contract.
6. The attention of bidders is directed to Chapter 553, Code of Iowa, regarding unlawful combinations in making public contracts.

2. CONTENTS OF THE PROPOSAL FORMS

A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.

B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

3. QUANTITIES AND UNIT PRICES

A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.

B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the City as to the actual quantities involved in the work. Such quantities are to be used for the purpose of

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comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The City expressly reserves the right to increase or decrease the quantities during construction as outlined in General Conditions, Section 11.2 – Changes and Increased or Decreased Quantities of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.

D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

4. EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK

A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal.

B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.

C. The bidder on this work acknowledges the facts set out in the proceeding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.

D. By the submission of a bid on this work, the bidder acknowledges and agrees, investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.

E. The City does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal.

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5. INTERPRETATION OF THE CONTRACT DOCUMENTS

All questions about the meaning or intent of the bidding documents shall be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda, via the contact information provided on the plan holder's list. Questions received less than seven (7) days prior to the date for opening bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the City via the contact information provided on the plan holder's list to the bidders with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

7. PREFERENCE FOR LABOR AND MATERIALS

A. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Code Chapter 73.

B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

8. TAXES

A. **Sales and Use Tax:**

The bidder shall not include any form of sales or use tax in the bid. The City will facilitate the issuance of the tax certificates for the contractor and subcontractors. No materials shall be bought before obtaining this certificate.

All contractors and subcontractors shall submit the following information, on or prior to the pre-construction meeting, to the Public Works Department/Engineering Division to obtain the sales tax exemption certificate. The information required for this is:

- Company name
- Company contact
- Full address
- Phone number
- Fax number
- Tax ID number
- Email address

Materials cannot be purchased until this certificate is supplied to both the prime and subcontractors. The tax exemption certificate will be issued to the prime contractor along with all subcontractors as soon as possible after the City Council approves the contracts, and the information is provided by the Contractor. The Notice to Proceed shall not be issued until the certificates are obtained. This does not apply to IDOT projects or material bought outside the state of Iowa.

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B. **Income Tax Deduction on Nonresident Contractors**

The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with State of Iowa Tax Commission, as provided in Section 422.17, Code of Iowa, releasing City from withholding any and all sums required by provision of Section 422.17, Code of Iowa.

9. PREPARATION OF THE BID PROPOSAL

A. **Bid Proposal:** Bid proposals shall be legibly written in ink or typed on the forms provided by the City and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.

B. **Unit Price Attachment:** The Engineer will allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices.

1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.

2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.

3. The total amount bid shall be entered below the last bid item on the unit price attachment.

4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).

5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.

6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.

7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.

8. When evaluating and tabulating the bids, the City shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.

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C. The bidder, as a business organization, shall comply with the requirements of SUDAS Section 1070, 1.11 - Business Organization Requirements.

D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

10. BIDDERS CERTIFICATION

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the City.

11. IRREGULAR AND NONRESPONSIVE PROPOSALS

A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:

1. If submitted on a form other than that furnished by the City or the Unit Price Attachment, or if the form is altered or any part thereof is detached or missing;

2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;

3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or

4. If the bidder submits more than one proposal for the same work under the same or different names.

B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:

1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;

2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;

3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the City;

4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The City may require the bidder to identify any corrections or alteration so initialed;

5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.

6. If the bid is accompanied by an unacceptable bid security.

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C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the City will make corrections thereto by an addendum.

D. Proposals will be evaluated by the City pursuant to the provisions of Approval for Award and Award of Contract, Section 1 - Acceptance or Rejection of Proposals.

12. SUBMISSION OF THE BID, IDENTITY OF BIDDER, AND BID SECURITY

A. The bid shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the City at or before the time and at the place provided in the Notice of Public Hearing. It is the sole responsibility of the bidder to see its proposal is delivered to the City prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the City provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

13. WITHDRAWAL OF BIDS

A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the City, provided such request is made in writing to the City prior to the time set for receiving proposals.

B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the City prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.

C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.

D. If, within 24 hours after bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned. Thereafter, if the work is rebid, that bidder will be disqualified from further bidding on the work.

14. OPENING OF BIDS

At the time and place set forth in the Notice of Public Hearing, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract

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documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

15. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The bidder will be required to assure the City that the bidder will not in the performance of the work specified herein discriminate against any person based upon the person's age, race, creed, color, sex, nation origin, religion, sexual orientation, gender identity, pregnancy, mental disability, physical disability, union or association membership or office therein. The bidder will also be required to submit to the City an affirmative action program.

16. BIDDER STATUS FORM

The bidder is required to complete the Bidder Status Form, and Worksheet: Authorization to Transact Business form, as provided in these documents. Failure to submit a fully completed Bidder Status Form and Worksheet with the bid may result in the bid being deemed nonresponsive and rejected.

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APPROVAL FOR AWARD AND AWARD OF CONTRACT

1. ACCEPTANCE OR REJECTION OF PROPOSALS

A. The City reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in Special Provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in Instruction to Bidder, Section 1.11 - Irregular and Nonresponsive Proposals; and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.

B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that indicates that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.

C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.

D. Proposals may be rejected if the bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract with the City, or has an unsatisfactory record of performance and cooperation on any such previous contract with the City, or has failed to maintain satisfactory progress on work already under contract with the City.

E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.

F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

G. Promptly after the proposals are opened and evaluated, the City shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

2. RELEASE OF BID SECURITY

A. After the City's approval of the contract executed by the lowest bidder, the City shall promptly release the bid security of all bidders, or within thirty days of the bid opening, whichever is sooner. If all bids are rejected, all bid security will be promptly released.

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B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

3. AWARD OF CONTRACT

A. **Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall sign, leaving all the dates blank, executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of Section 1070, Part 3 - Bonds and Insurance as required by the City. The City will thereupon receive and file such documents and award the contract.

B. **Deferred Award:** The City reserves the right to defer award of any contract for a period not to exceed 30 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.

C. **Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the City, the amount of the bidder's bid security may at the City's option be forfeited and shall become the property of the City, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the City, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the City in any legal manner.

D. Disclosure of Subcontractors:

1. The lowest responsive, responsible bidder shall file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project on the form provided in the contract documents at the time of bid.

2. If, after award of the contract, a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work. If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

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Title VI – Regulations Compliance

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Iowa DOT or Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

5. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Iowa DOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

6. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Iowa DOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   - withholding payments to the contractor under the contract until the contractor complies, and/or
   - cancellation, termination or suspension of the contract, in whole or in part.

7. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Iowa DOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Iowa DOT to enter into such litigation to protect the interests of the Iowa DOT and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

REVIEW ONLY - NOT FOR BIDDING

BID FORM

BID OF _____,
(Name of Bidder) (City) (State)

herein called "Bidder", for the construction of the **2016 Annual Storm Inlet Rebuild Project** in Sioux City, Woodbury County, Iowa.

Bidder proposes to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and time prescribed and to do all the work at the prices herein set out. This Bid is filed with the understanding that payment will be made to Bidder in monthly estimates and one final payment in the manner set forth in the 2015 Iowa Statewide Urban Design and Specifications (SUDAS), and the 2015 Sioux City Supplement to SUDAS. Bidder encloses herewith bid security in the amount of _____ Dollars ($_____) as a Bid guarantee which it is understood will be retained in the event the formal contract and/or contractor's bond and any other documents are not executed or provided if award is made to the undersigned bidder. It is understood that the City Council may retain the Bid for a period of thirty (30) days from and after the established date for receiving bids.

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

The Bidder hereby certifies:

1. That this bid is not affected by, contingent on, or dependent on any other bid submitted for any improvement with the City; and

2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and

3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

4. That this bid is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or conclusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this bid are true; and

5. That the Bidder does hereby certify to the City of Sioux City that in the performance of the work specified herein, no person shall in any way be favored or discriminated against because of the person's age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity, pregnancy, mental disability, physical disability, union or association membership or office therein.

6. That the individual(s) executing this bid have the authority to execute this bid on behalf of the bidder.

REVIEW ONLY - NOT FOR BIDDING

7. ☐ Check if bidder is using and has attached to this bid form, a computer generated substitute personal Bid Items, Quantities and Prices form for this project and that you certify it complies with the Special Provisions.

Bidder agrees:

1. To do all "Extra Work" which may be required to complete the work contemplated at a cost to be determined in accordance with the contract documents..

2. That the terms and provisions of the Notice of Public Hearing, the Instructions to Bidders, and the Bid Bond are a part of this "Bid Form" as if fully set forth herein.

3. That, if the bid is accepted, to execute the contract and provide a bond and insurance and other documents as required by the bid documents.

4. To commence the work on this project on or before a date to be specified in a written Notice to Proceed by the City, and to complete the project with a completion date of September 30, 2016; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Two hundred fifty dollars ($250) for each day thereafter that the work remains incomplete.

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual, Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Joint-venture: all parties must join in and execute all documents

☐ Other

The bidder shall enter its Public Registration Number _____-_____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

_____
Bidder

By: _____
Signature

_____
Name (Print/Type)

_____
Title

_____
Street Address

_____
City, State, Zip Code

_____
Telephone Number

NOTE: The signature on this bid must be an original signature in ink; copies or facsimile of any signature will not be accepted.

NOTE: The Contractor is also required to submit Pages C-3 through C-9 with their bid submittal. Failure to do so may deem the bid as non-responsive.

REVIEW ONLY - NOT FOR BIDDING

BID ITEMS, QUANTITIES AND PRICES FOR 2016 ANNUAL INLET REPAIR PROJECT

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on this Attachment - Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The total Construction Cost plus any alternate selected by the City shall be used only for comparison of bids. The Total Construction Cost, including any Alternates, shall be used for determining the sufficiency of the bid security.

Line #	Line Item	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	$	$
2	Erosion Control	1	LS	$	$
3	Seeding	1	LS	$	$
4	Traffic Control	1	LS	$	$
5	Half Special Inlet (Top Only)	2	EA	$	$
6	SWS-8 Inlet (Top Only)	5	EA	$	$
7	DWS-12 Inlet (Top Only)	1	EA	$	$
8	R&R Half Special Inlet	1	EA	$	$
9	R&R SWS-8 Inlet	23	EA	$	$
10	R&R DWS-12 Inlet	1	EA	$	$
11	R&R SW-509 Inlet	2	EA	$	$
12	8.5" PCC Patch	100	SY	$	$
13	HMA Patch	20	TON	$	$
13	Pavement Removal	87	SY	$	$
14	6" PCC Curb	350	LF	$	$
15	Full Depth Sawcut	700	LF	$	$
16	18" - #5 Epoxy Coated Rebar	175	EA	$	$
	Schedule Total				**$**

NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the City. Quantity changes which amount to twenty percent (20%) or less of the total bid shall not affect the unit bid price.

REVIEW ONLY - NOT FOR BIDDING

LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS

PROPOSED SUBCONTRACTORS/SUPPLIERS

If none, write none: _____

Item(s)	Proposed Subcontractor/Supplier (Name)

This is to certify that the names of the foregoing mentioned Subcontractors or material suppliers are submitted with full knowledge and consent of the respective parties.

Bidder: _____
(Name of Company)

By: _____
(Signature and Title)

Date: _____

Note: This sheet may be reproduced by the Contractor to list additional Subcontractors or Suppliers. Certify each sheet as an original sheet and staple additional sheets to this page.

REVIEW ONLY - NOT FOR BIDDING

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____
City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____
City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

REVIEW ONLY - NOT FOR BIDDING

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14

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AFFIRMATIVE ACTION INFORMATION

The Contractor does hereby certify to the City of Sioux City, Iowa, that no person shall, in any way, be favored or discriminated against because of the person's age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity, pregnancy, mental disability, physical disability, union or association membership or office herein.

If selected as the successful bidder, this Contractor hereby agrees to file a nondiscrimination and equal opportunity statement and/or an Affirmative Action Program.

2016 Annual Storm Inlet Rebuild Project

_____

COMPANY

_____

EXECUTIVE OFFICER

_____

AFFIRMATIVE ACTION OFFICER SIGNATURE

ADDRESS OF THE AFFIRMATIVE ACTION OFFICER

_____

_____

PHONE NUMBER _____

REVIEW ONLY - NOT FOR BIDDING

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____as Surety, are held and firmly bound unto the City of Sioux City, Iowa, hereinafter called the "CITY", in the penal sum of _____Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly be made, we find ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated _____, for the construction of the **2016 Annual Storm Inlet Rebuild Project,** in Sioux City, Iowa**.**

The Surety hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid or execute such Contract; and said surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Woodbury County, State of Iowa. If legal action is required by the City against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the City, the Surety or Principal agrees to pay the City all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated plus any court costs, attorney's fees, and any other expenses of recovery.

By virtue of statutory authority, the full amount of this Bid Bond shall be forfeited to the City in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers on _____.

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SURETY:	**PRINCIPAL:**
_____	_____
Surety Company	Bidder
By: _____	By:_____
Attorney-in-Fact/Officer Signature	Signature
_____	_____
Name of Attorney-in-Fact/Officer	Name (Print/Type)
_____	_____
Company Name	Title
_____	_____
Company Address	Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Company Telephone Number	Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.

REVIEW ONLY - NOT FOR BIDDING

FORM OF CONTRACT

THIS CONTRACT, made on _____ by and between _____ (hereinafter called the "Contractor") and the City of Sioux City, Woodbury County, Iowa, (hereinafter called the "City").

WITNESSETH, that the Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK – The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and complete in a workmanlike manner all the work required in connection with the construction of the **2016 Annual Storm Inlet Rebuild Project** in Sioux City, Iowa, all in strict accordance with the latest revision of the Iowa Statewide Urban Design and Specifications (SUDAS), as further modified by the latest revision of the Sioux City Supplement to SUDAS, and Special Provisions included in said contract documents; and in strict compliance with the Contractor's bid and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE – This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices which were proposed by the Contractor in its bid submitted in accordance with the Instructions to Bidders and Notice of Public Hearing. The Contractor agrees to perform said work for and in consideration of the City's payment of the bid amount of _____ which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the City and to complete the project on or before September 30, 2016 and to pay liquidated damages for noncompliance with said completion provisions at the rate of ***Two hundred fifty and 00/00 dollars ($250.00)*** for each day thereafter that the work remains incomplete.

ARTICLE III. PAYMENTS – Payments will be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT – This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Change Orders
2. Addenda
3. Shop and Working Drawings submitted by the Contractor, when approved by the Engineer
4. This Instrument
5. Special Provisions
6. Plans
7. General Conditions
8. Instruction to Bidders
9. Notice of Public Hearing

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10. Latest version of the Sioux City Supplement to SUDAS
11. Latest version of the Iowa Statewide Urban Design and Specifications (SUDAS),
12. Contractor's Performance, Maintenance & Payment Bond
13. Contractor's Bid
14. Bidders Status Form
15. Title VI – Regulation Compliance

In the event that any provision in any of the foregoing component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in five original counterparts the day and year first above written.

This Contract, however, shall not be of any validity, force, or effect until it has been approved by the City Attorney, signed by the City Manager and City Clerk and delivered to the Contractor.

_____
Contractor

By: _____

_____
Title

CITY OF SIOUX CITY, IOWA

By: _____
City Manager

(SEAL)

ATTEST: _____
City Clerk

This Contract, the performance and payment bond and supporting insurance documents are approved as to form and content.

By: _____
City Attorney

Date: _____

I hereby certify that the above Contract was authorized by the City Council of the City of Sioux City, Iowa, pursuant to Resolution No. _____ on _____.

By: _____
City Clerk of Sioux City, Iowa

REVIEW ONLY - NOT FOR BIDDING

CONTRACT ATTACHMENT:
BID ITEMS, QUANTITIES, AND PRICES FOR

2016 ANNUAL INLET REPAIR PROJECT

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS BID SUBMITTED IN ACCORDANCE WITH INSTRUCTIONS TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY PERCENT (20%) OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

Line #	Line Item	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	$	$
2	Erosion Control	1	LS	$	$
3	Seeding	1	LS	$	$
4	Traffic Control	1	LS	$	$
5	Half Special Inlet (Top Only)	2	EA	$	$
6	SWS-8 Inlet (Top Only)	5	EA	$	$
7	DWS-12 Inlet (Top Only)	1	EA	$	$
8	R&R Half Special Inlet	1	EA	$	$
9	R&R SWS-8 Inlet	23	EA	$	$
10	R&R DWS-12 Inlet	1	EA	$	$
11	R&R SW-509 Inlet	2	EA	$	$
12	8.5" PCC Patch	100	SY	$	$
13	HMA Patch	20	TON	$	$
13	Pavement Removal	87	SY	$	$
14	6" PCC Curb	350	LF	$	$
15	Full Depth Sawcut	700	LF	$	$
16	18" - #5 Epoxy Coated Rebar	175	EA	$	$
	Schedule Total				**$**

REVIEW ONLY - NOT FOR BIDDING

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,_____ _____ as Principal (hereinafter called "Contractor" or "Principal"), and _____, as Surety are held and firmly bound unto the City of Sioux City, Iowa, as Obligee, (hereinafter called "City") and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the City, bearing the date of _____ (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements: **2016 Annual Storm Inlet Rebuild Project** and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to; claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the City is required to retain until completion of the improvement, but the Contractor and surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two years.

   B. To keep all work in continuous good repair; and

   C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

   Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty-five percent of the total contract price, and that this bond shall then be released as to such excess increase; and

C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

A. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

B. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended that Contractor and Surety will defend and indemnify the City on all claims made against the City on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first stance as required.

In the event the City incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Woodbury County District Court, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Contractor and the Surety agree, jointly and severally, to pay the City all outlay and expense incurred therefore by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is issued in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

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Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

SURETY:	**PRINCIPAL:**
_____	_____
Surety Company	Contractor
By: _____	By: _____
Signature Attorney-in-Fact/Officer	Signature
_____	_____
Name of Attorney-in-Fact/Officer	Name (Print/Type)
_____	_____
Company Name	Title
_____	_____
Company Address	Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Company Telephone Number	Telephone Number

Note: All signatures on this bond must be original signatures in ink; copies of facsimile of any signature will not be accepted. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.

REVIEW ONLY - NOT FOR BIDDING

INSERT INSURANCE CERTIFICATES

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N / N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name & City Project #
Sioux City, IA

The City of Sioux City is listed as a named additional insured for general & automobile liability.

CERTIFICATE HOLDER

City of Sioux City
PO Box 447
Sioux City, IA 51102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Revised 5/1/15 AH

GENERAL CONDITIONS

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GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

The following terms as used in the contract documents shall have the following meanings:

1.1 **Change Order** - A change order is a written order to the Contractor signed by the City and/or the Representative, ordering a change which has been found necessary or desirable to the work from that originally shown by the plans and specifications. A change order can also represent a final quantity adjustment. A Change order duly executed by the Contractor constitutes authorized modifications of the contract.

1.2 **City** - The City of Sioux City, Iowa.

1.3 **City Council** - The duly elected members of the City Council of the City of Sioux City, Iowa.

1.4 **The Contract** - The documents that make up the contract are set forth in the instrument identified as the Form of Contract of which these general conditions are a part.

1.5 **Contract Completion Date** - The contract completion date is the date on which the Contractor must complete the Work.

1.6 **Contract Price/Contract Sum** - The contract price is the total of the unit prices stated in the Form of Contract. The contract sum is the total amount payable by the City to the Contractor for the performance of the work under the contract documents after applying actual measurements of work product to unit prices and adding or deducting all approved change orders.

1.7 **Contract Time** - The total number of calendar days allotted for the completion of the work.

1.8 **Contractor** - The person, firm or corporation to whom the contract is awarded by the City.

1.9 **Days** - The term days as used in the contract shall mean calendar days.

1.10 **Extra Work** - Extra work shall mean work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract within its intended scope and authorized by the Representative or is desired by the City in addition to that work called for in the drawings and specifications. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface or subsurface conditions.

1.11 **Notice** - Where in any of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City), when written notice shall be delivered to the Representative, or on the third delivery day after the notice shall have been placed in the United States mail addressed to the said Representative at his office; as to the Contractor, when a written

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notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract or on the third delivery day after mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the surety on the performance bond, on the third day after the written notice shall have been placed in the United States mail addressed to the surety at the home office of such surety.

1.12 **Punch List** - A list of Work Product that remains to be completed to the satisfaction of the Representative in order to satisfy the terms of the contract.

1.13 **Representative** - The Representative means the duly appointed person (either staff, or outside consultant) designated by the City, who shall be the City's representative during the period of time work is performed under this contract. The Representative shall have only those powers and duties contained in the contract. Whenever the term Representative is used, it shall be construed to include his duly authorized representative.

1.14 **Shop Drawings** - Shop drawings include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

1.15 **Site** - The location designated by the Representative where the final work product is to be delivered for acceptance by the City.

1.16 **Subcontractor** - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.

1.17 **Work** - The furnishing of all labor, material, equipment, and other incidentals necessary or convenient to the successful completion imposed by the contract, including delivery of the work product to the site.

1.18 **Work Product** - Parts of and/or the ultimate item to be constructed and ultimately delivered to the City, including installation where required.

SECTION 2 - CONTRACT DOCUMENTS

2.1 **The Contract** - The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided by General Conditions, Sections 11.1 and 11.3, the contract may be amended or modified only by a written change order signed by the Representative, and/or the City, and the Contractor. Nothing contained in the contract documents shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

2.2 **Correlation and Intent** – (a) The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. The contract documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the contract documents will not be required

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unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

(b) It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents, or from prevailing custom or trade usage as being required to produce the intended result, will be furnished and performed whether or not specifically called for. This shall include, but not be limited to, items specifically identified in the specifications as incidental. Work items clearly depicted on the plans, which are not covered by a specific bid item, are considered to be incidental to the Contract.

2.3 **Successors and Assignment** - The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth:

> *"It is agreed that the funds to be paid to the assignee under this assignment are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."*

2.4 **Governing Law** - This contract shall be governed by any applicable federal laws and by the laws of the State of Iowa and the ordinances of the City.

2.5 **Jurisdiction** - The Woodbury County, Iowa, District Court shall have exclusive jurisdiction of all litigation between the Contractor and the City.

2.6 **Rights and Remedies** - The duties and obligations imposed by the contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 3 - THE CITY

3.1 **Information** - Information or services under the City's control shall be furnished by the City upon request of the Contractor with reasonable promptness to avoid delay in the orderly progress of the work. The City shall not be responsible for the accuracy of information given to the Contractor unless specifically warranted by the Representative to be accurate.

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3.2 **Copies Provided** - Unless otherwise provided in the contract documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications, reasonably necessary for the execution of the work.

3.3 **Coordination of Contract Documents -** (a) In case of any discrepancy between the various Contract Documents, the priority of such documents, and therefore the order in which the provisions of such documents shall govern, shall be as found in Article IV of the Form of Contract.

(b) The Contractor shall not take advantage of any apparent error or omission in the plans and/or specifications or of any discrepancy between the plans and/or specifications. The Representative shall be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

3.4 **Construction Stakes** – The City, or Representative, will furnish the Contractor with all lines, grades and measurements necessary to the proper prosecution and control of the work contracted. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Such stakes and markings as the City may set for either the Representative's or the Contractor's guidance will be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor, at the discretion of the Representative. The City will not be responsible for delays due to lack of grade or line stakes unless the Contractor shall have given the Representative two (2) business days' notice, in writing, that such stakes will be needed. The Contractor shall preserve all survey control points during construction.

3.5 **Instructions** - The City shall forward all instructions to the Contractor through the Representative.

3.6 **City's Right to Stop the Work** - If the Contractor fails to correct defective work as required by General Conditions, Section 12.2, or persistently fails to carry out the work in accordance with the contract documents, the Representative or the City by a written notice, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or entity.

3.7 **City's Right to Carry Out the Work** - If the Contractor defaults or neglects to carry out the work in accordance with the contract documents, and fails within seven days after receipt of written notice from the City, to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued, deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any additional services made necessary by such default, neglect or failure. Failure by the Contractor to execute such a change order shall not invalidate

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the order, and the Representative shall note such refusal thereon. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

3.8 **Suspension of Work -** (a) The City or the Representative may at any time suspend the work or any part thereof by giving a reasonable notice (oral or written) to the Contractor. If orally, the City or the Representative must follow up within a reasonable time in writing. In an emergency situation, the length of the notice may be reduced accordingly.

(b) In the event the Contractor is ordered to suspend work for some unforeseen cause not provided for in the contract documents, and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. The Contractor must use every reasonable effort to utilize employees and machinery on other parts of the job. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the date of the order for work to cease until the date of the order for work to resume. Claims for such compensation shall be processed under General Conditions, Section 14 herein. No provision of this paragraph shall be construed as entitling the Contractor to compensation for delays caused by orders suspending the work due to inclement weather, failure of surety, Contractor's failure to perform in accordance with the contract or order of the Representative, for suspension made at the request of the Contractor or for any other delay provided for in the contract.

(c) If it should become necessary to stop work for any period, the Contractor shall store all materials in such manner that they will not become an obstruction, nor become damaged in any way, and shall take every precaution to prevent damage or deterioration of the work performed; provided suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary.

(d) The Contractor shall not suspend the work without written authority from the Representative, and shall proceed with the work promptly when notified by the Representative to resume operations.

(e) This paragraph does not require the Representative to suspend the work for any reasons.

3.9 **Use and Possession Prior to Completion -** (a) The City shall have the right to take possession of and use any completed or partially completed part of the work delivered to the City. Such possession or use shall not be deemed an acceptance of any work under the contract. While the City has such possession or use, the Contractor, notwithstanding the provisions of the clause of this contract regarding protection of the work, shall be relieved of the responsibility for the loss or damage to the work resulting from the City's possession or use. However, the Contractor will be responsible for any damages which may be caused by defective work or failure to comply with the contract documents. If such prior possession or use by the City delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract sum or the time of completion will be made and the contract shall be modified in writing accordingly and the provisions of General Conditions, Section 7 shall not be applicable.

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(b) Possession and use by the City shall not be construed to constitute an extension of the Contractor's time to complete the work.

SECTION 4 - THE REPRESENTATIVE

4.1 **City's Representative -** The Representative will provide administration of the contract on behalf of the City as herein provided. The Representative will be the City's representative until final payment is due. The City's instructions to the Contractor shall be forwarded through the Representative. The Representative will have authority to act on behalf of the City only to the extent provided in the contract documents, unless otherwise modified by written instrument in accordance with General Conditions, Section 2.1.

4.2 **Representative Not to Control Construction -** The Representative will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work (except as specifically set out in the contract documents), and will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. The Representative will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.

4.3 **Payments Certified -** Based on the Representative's observations and an evaluation of the Contractor's progress in the work, the Representative will determine the amounts owing to the Contractor and will issue certificates for payments in such amounts, as provided herein, to the Contractor for review and approval. If approved by the Contractor, it is to be signed and returned to the Representative for processing.

4.4 **Interpreter of Contract Documents -** (a) The Representative will be the interpreter of the requirements of the contract documents and the judge of the performance thereunder for the City. The Representative will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon.

(b) Claims, disputes and other matters in question between the Contractor and Representative relating to the execution or progress of the work or the interpretation of the contract documents, shall be determined by the Representative, which he will render in writing within twenty days unless a longer time is agreed. The Representative's decision with regard to execution or progress of the work or interpretation of the contract documents will be final.

4.5 **Authority to Reject Work -** The Representative will have authority to reject work which does not conform to the contract documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the contract documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed.

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4.6 **Shop Drawings Approved –** When shop drawings are required by other contract documents, the Representative will review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings and samples, but only for conformance with the design concept of the work and with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.7 **Change Orders -** The Representative will prepare change orders in accordance with General Conditions, Section 11 and will have authority to order minor changes in the work as provided in General Conditions, Section 11.3.

4.8 **Approval of Sources of Supply of Material -** If other contract documents require that all or certain materials to be incorporated into the project be approved by the City, the following provisions and General Conditions, Section 4.9 and 4.10 apply. The source of supply of each of the materials required may be approved by the Representative before delivery is started. Preliminary samples may be submitted by the Contractor, producer, or owner of the supply, for inspection or tests. The results obtained from testing such samples may be used for preliminary approval, but will not be used as a final acceptance of the materials. All materials proposed to be used may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a product of uniform quality, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from another source.

4.9 **Approval and Acceptance of Materials** - (a) Samples of all materials for testing upon which is to be based the acceptance or rejection, shall be taken by the Representative or his authorized representative at the discretion of the Representative. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection and testing shall be done in accordance with the methods hereinafter prescribed.

(b) The Contractor shall provide such facilities as the Representative or his representative may require, for conducting field tests, and for collecting and forwarding samples. The Contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made, and the material found to be acceptable. Only materials conforming to the requirements of these specifications shall be used in the work. Any materials which, after approval, have for any reason become unfit for use shall not be incorporated into the work.

4.10 **Method of Sampling and Testing** - (a) Except as otherwise provided, sampling and testing of all materials, and the laboratory method and testing equipment required under these specifications, shall be in accordance with the current AASHTO Standard Specifications. Sampling and testing of materials not covered by AASHTO and not otherwise provided for, shall be in accordance with the standards of the Standard and Tentative Methods of the A.S.T.M. as published in the most recent edition thereof.

(b) Materials must meet the standards established by AASHTO or ASTM.

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(c) The testing of samples and materials shall be made at the expense of the City. Laboratory sieves shall have square openings of the size specified. The Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notification of the placing of orders for materials to permit testing.

4.11 **Final Certificate of Payment -** The Representative will conduct inspections to determine final completion, will receive for the City written warranties and related documents required by the contract and assembled by the Contractor, and will issue a certificate of final payment, for review and approval, upon compliance with the requirements of General Conditions, Section 8.

4.12 **Authority Limited -** The duties, responsibilities and limitations of authority of the Representative as the City's representative during construction as set forth in the contract documents will not be modified or extended without written consent of the City. In case of the termination of the employment of the Representative, the City shall appoint a substitute Representative who shall have the same powers and responsibilities as the Representative defined in the contract.

4.13 **Inspection and Authority and Duties of Inspectors -** (a) Inspection of the construction work shall be under the control of the City.

(b) Inspectors are representatives of the Representative and shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all and any part of the work, and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. The inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Representative.

(c) The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding to the Representative in any way, or releasing the Contractor from fulfilling all the terms of the contract.

SECTION 5 - THE CONTRACTOR

5.1 **Review of Contract Documents -** The Contractor shall carefully study and compare the contract documents and shall at once report to the Representative any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City for any damage resulting from any such errors, inconsistencies or omissions in the contract documents, unless he proceeds with the work or any part thereof with knowledge of an error, inconsistency or omission. The Contractor shall perform no portion of the work at any time without contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

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5.2 **Supervision and Construction Procedures -** (a) The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all portions of the work under the contract.

(b) The Contractor shall be responsible to the City for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

(c) The Contractor shall not be relieved from his obligations to perform the work in accordance with the contract documents, either by the activities or duties of the Representative in his administration of the contract, or by inspections, tests or approvals performed by persons other than the Contractor.

(d) The Contractor shall provide and maintain in a neat and sanitary condition, properly secluded, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the state, or local department of health or other agencies having jurisdiction therewith.

(e) The Contractor shall employ competent and conscientious persons with sufficient skill to properly perform the work assigned to them. The Representative may demand the dismissal of any employee who is disobedient, careless or lacks the necessary skill to perform the work assigned.

(f) The Contractor shall store materials at the site of the work, and conduct the work so as to cause no greater obstruction to traffic than is considered necessary by the Representative.

(g) The Contractor shall maintain one set of the contract documents at the site, at all times.

5.3 **Notification to Property Owners -** Where the work will potentially affect adjacent or nearby property owners/tenants, the City will provide an informational paper (door hanger) that the Contractor is to give to each property owner/tenant. The Contractor shall distribute this paper at least three (3) business days, but not more than ten (10) business days, prior to beginning work, to those property owners/tenants that will or may be affected by the work.

Additionally, the Contractor shall notify property owners/tenants as to when they will be working adjacent to their property so that any private property, lawn irrigation, landscaping, planters, fencing, etc., within the construction area can be removed by the property owner/tenant prior to construction.

5.4 **Prosecution of Work -** (a) Immediately after award of the contract, the Contractor shall make necessary arrangements for a pre-construction meeting with the Representative so as to clarify scheduling, and other work components of this project.

(b) The Contractor shall notify the Representative at least twenty-four hours in advance of the time he intends to start. The Representative shall have control of the order in which the various parts of the improvements are to be performed. The order of the improvement as determined by the Contractor will be followed except where the

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Representative determines that such order would not be in the best interest of the City. The Contractor shall conduct the work in such a manner and with sufficient material, equipment, and labor, as is considered necessary to insure its completion within the time limit set forth in the Form of Contract. The work covered by and included in this contract shall be prosecuted regularly, and uninterruptedly from the time specified for commencement, until all work is completed in every detail, to the satisfaction of the Representative. Should the prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Representative, he shall notify the Representative at least twenty-four hours in advance of resuming operations.

(c) If it appears that the rate of progress is such that the contract will not be completed within the contract period, or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as considered necessary to complete the contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks from receipt of same, he shall automatically be disqualified from receiving additional awards, and the Representative shall have the right to declare the contract in default and to complete the work in accordance with the provisions of General Conditions, Section 13.

(d) The Contractor must complete the project, including all Punch List items, prior to the completion date, or liquidated damages will be charged in accordance with General Conditions, Section 7.2.

(e) Upon completion of the work, the Contractor shall request, in writing, that the final inspection be made. This request will be made within a time frame that will allow the Contractor time to complete the Punch List items prior to the completion date.

(f) The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.5 **Superintendent -** A qualified superintendent, who is acceptable to the City, shall be assigned by the Contractor to the work, and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the superintendent shall not be engaged in the full-time operation of equipment/machinery on the work.

5.6 **Labor and Materials -** Unless otherwise provided in the contract documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.

5.7 **Specifications Applicable -** All work shall be constructed in accordance with the current version of the Iowa Statewide Urban Design and Specifications (SUDAS), and the current City supplement.

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5.8 **Warranty -** The Contractor warrants to the City and the Representative that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of General Conditions, Section 12.2. Warranty periods begin when the City accepts the work, and extends for a period of time as defined in the Performance Bond.

5.9 **Removal of Rejected Materials -** The Contractor shall promptly remove all rejected work.

5.10 **Tax Statement -** Upon completion of this contract and acceptance thereof by the City Council, if the Contractor was not issued a Tax Exempt certificate, the Contractor shall furnish the City, in duplicate on Iowa Department of Revenue Form 35-002, a certified list of all sales taxes and/or use taxes paid by him in connection with the execution of this contract. The Contractor shall also require each of his subcontractors to keep similar records, and to furnish him a sufficient number of such certificates so that he may furnish duplicates thereof to the City. All of the above-mentioned certified statements must be filed with the Representative within thirty days after the City accepts the completed project. Final payment may be withheld from the Contractor for failure to file with the City a properly executed form as required herein.

5.11 **Permits, Fees and Notices -** (a) If not previously obtained by the City, the Contractor shall obtain all permits, pay all fees, give all notices, and comply with all permits, laws, ordinances, rules, regulations, and lawful orders of any public authority, bearing on the performance of the work.

(b) It is not the responsibility of the Contractor to make certain that the contract documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the contract documents are at variance therewith in any respect, he shall promptly notify the Representative in writing, and any necessary changes shall be accomplished by appropriate change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Representative, he shall assume full responsibility therefor, and shall bear all costs attributable thereto.

5.12 **Work Progress -** The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Representative may order the Contractor to take such steps as he considers necessary to complete the contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, he may be disqualified from receiving any additional bidding proposals, and the City shall have the right to declare the contract in default in accordance with General Conditions, Section 13.1. Failure of the City or the Representative to issue such order shall not alter the Contractor's responsibility under the contract. The Contractor's

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sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.13 **Shop Drawings -** (a) If shop drawings are required by other contract documents, the following provisions shall apply. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the City, or any separate Contractor, all shop drawings and samples required by the contract. By approving and submitting shop drawings and samples, the Contractor represents that he has determined and verified all materials, measurements, and construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract.

(b) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract by the Representative's approval of shop drawings or samples unless the Contractor has specifically informed the Representative in writing of such deviation at the time of submission and the Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings or samples by the Representative's approval thereof.

(c) The Contractor shall direct specific attention, in writing or on resubmitted shop drawings or samples, to revisions other than those requested by the Representative on previous submittals.

(d) All shop drawings and samples prepared by the Contractor and paid for by the City shall be the property of the City and upon completion of the work hereunder shall be delivered to the City.

5.14 **Communications -** The Contractor shall forward all communications to the City through the Representative. Prior to commencement of the work, the Contractor shall provide the Representative with a telephone number where the Contractor or his superintendent can be reached in an emergency at any time after commencement of the work, until the date of final completion.

5.15 **Royalties and Patents -** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for 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 design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Representative.

5.16 **Subletting or Assigning of Contract -** Should the Contractor elect to assign this contract, the assignment shall be approved by the Contractor's bonding company, and shall then be presented for consideration by the City. Assignment can only be consummated after approval by the City. The City's decision on whether to consent to an assignment shall be conclusive and no appeal by the Contractor shall be permitted.

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5.17 **Cleaning Up -** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, and return the premises to the original condition as it existed immediately prior to construction. If the Contractor fails to clean up at the completion of the work, the City may do so, and the cost thereof shall be charged to the Contractor.

SECTION 6 - MISCELLANEOUS PROVISIONS

6.1 **Affirmative Action -** The Contractor shall conform to the City of Sioux City's Affirmative Action Program Requirements and shall sign the Affirmative Action Information form as included in the bid documents.

6.2 **Arbitration -** Any controversy or claim arising out of or relating to this contract, or the breach thereof which cannot be resolved by mutual agreement, may be settled by arbitration only if the times, places, arbitrators, and various rules of arbitration conduct can be mutually agreed upon in writing, and approved by the Contractor and City in writing, any other paragraph, law or rule to the contrary notwithstanding.

6.3 **Inspection and Testing -** (a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the Representative or his representative at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Representative shall be construed as constituting or implying acceptance. The inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the City after acceptance of the completed work. The City, or its Representative, will provide construction observation, management and inspection services for this project. It shall be the responsibility of the contractor to notify the City, or it's Representative, in writing, at least twenty-four (24) hours in advance for use of the City's inspectors. If the work is interrupted for any reason other than weather, the Contractor shall provide twenty-four (24) hour written notice before resuming work.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Representative not to conform to the contract requirements, unless in the public interest, the City consents to accept such material or workmanship with an appropriate adjustment in contract sum. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the City; (1) may, by contract or otherwise, replace such material, or correct such workmanship, and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with General Conditions, Section 13 of this contract.

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6.4 **Preference for Iowa Products and Labor -** The Contractor shall give preference to products and provisions grown and coal produced within the state of Iowa, and to Iowa domestic labor in the construction of the work, over foreign products and labor, and shall otherwise comply with the provisions of Chapter 73 of the Code of Iowa.

6.5 **Subcontractors** - (a) The City will not recognize any subcontractor on the project as having any Contractor responsibility.

(b) The Contractor shall, with its bid documents, notify the Representative in writing of the names of any subcontractors proposed for the work.

(c) The City reserves the right to object to the use of any proposed subcontractor who:

(1) Is currently in violation of any law, ordinance, or regulation governing affirmative action programs;

(2) Has defaulted on any prior project with the City, and such default has not been cured to the City's satisfaction;

(3) Does not possess the necessary licenses or skills to perform the work.

6.6. **Other Contracts -** The City may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors, and city employees, and carefully fit his work to such additional work as may be directed by the Representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or city employee.

6.7 **Demurrage and Respotting -** The City will be responsible for demurrage charges only when such charges accrue because of actions by the City which delay the unloading of the work product. Where the Contractor's actions also delay the unloading of any material, the City will not be responsible for any demurrage charges.

The City will pay railroad charges due to the respotting of cars only when such respotting is ordered by the City.

6.8 **Rights and Remedies -** (a) The duties and obligations imposed by the contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In the event of a conflict, the provisions of this contract will control.

(b) No action or failure to act by the City, Representative or Contractor shall constitute a waiver of any right or duty afford any of them under the contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6.9 **Explosives -** Unless otherwise provided for in the Contractor documents, the use of explosives is prohibited without the express written consent of the Representative.

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6.10 **Traffic Control –** Where the work will require traffic control on public right of way, the following provisions shall apply.

(a) All traffic control is the responsibility of the Contractor and must be done in accordance with the current version of the Manual of Uniform Traffic Control Devices (MUTCD). Prior to commencement of construction, the Contractor shall submit the traffic control plans to the Representative for review and approval.

(b) The Contractor shall, at his own expense and without further order, provide, erect and maintain, at all times during the construction of the work or any suspension of the work, and until completion and final acceptance thereof, suitable and requisite barricades and other types of traffic control devices as may be necessary to insure the safety of the public, as well as those engaged in the work. All barricades and other channelizing devices shall conform to Part 6 of the current version of the MUTCD.

(c) No street, sidewalk, or alley shall be closed to traffic for any reason, except for those identified elsewhere in the contract documents or as approved by the Representative to facilitate construction. The Representative shall be the judge of how many streets, sidewalks, or alleys, or parts of streets, sidewalks, or alleys it is necessary to be closed at any one time, and may refuse to close additional streets, sidewalks, or alleys, until such time as the current work is finished and open to traffic.

(d) If a street, sidewalk, or alley, is to be closed as provided herein, the Contractor shall notify the Representative ten (10) calendar days prior to the closure. The City reserves the right to refuse road, sidewalk, or alley closures based on a determination by the Representative of the Contractor's ability to meet the closure schedule. The sequence of street, sidewalk, or alley closing will be discussed at the pre-construction meeting, or during the progress of work.

(e) The Contractor must provide a 24 hour telephone number to the City and the 9-1-1 Communications Center in the event that defective, missing or non-operational signing is observed.

(f) All questions on traffic signing should be directed to the Representative.

(g) The Representative shall coordinate the removal of the existing regulatory signs which interfere with the proposed construction. Contractor shall provide a minimum of two days' notice. Contractor shall maintain all stop signs during construction.

(h) The Contractor's bid shall include all costs of furnishing, erecting, maintaining, moving and removing traffic control devices, including temporary No Parking signs, for divisions of work covered by this project.

(i) The Contractor shall post all temporary No Parking signs and file all of the appropriate documentation at the posting. The City will provide the temporary No Parking signs and forms for documentation to the Contractor. The effective time and date of the posting cannot be less than 24 hours from posting.

(j) If adequate barricades are not around the work site, as determined by the Representative, the person in charge at the job site will be notified. Continual failure to

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comply with proper barricading procedures is sufficient reason for the City to shut down the project until the Contractor shall have provided the necessary protection.

6.11 **Archaeological and Historical Findings**

(a) Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

(b) Should the Contractor encounter, during his operations, any human skeletal remains, building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Representative. The Representative will immediately investigate the Contractor's finding and will direct the Contractor to either resume his operations or to suspend operations as directed. The Contractor should also note Chapter 716.5 and 305A of the Iowa Code pertaining to the preservation of these findings.

(c) Should the Representative order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate change order as provided in General Conditions, Section 11. If appropriate, the change order shall include an extension of contract time in accordance with General Conditions, Section 7.

SECTION 7 - TIME

7.1 **Time is of the Essence -** All time limits stated in the contract documents are of the essence of the contract. The completion date for this project is stated in the Form of Contract, and Notice to Proceed.

7.2 **Liquidated Damages -** (a) Should the Contractor fail to complete the work on or before the specified date of completion, as noted above, it is understood that the City will sustain pecuniary damages. The Contractor shall pay to the City as liquidated damages and not as a penalty, the sum of money set forth in the Form of Contract for each day that elapses after the contract completion date, and the date on which the work covered by such contract is actually completed, including the Punch List, general cleanup, and the removal of all equipment and obstructions from the site of the work. Such liquidated damages shall be payable to reimburse or compensate, at least in part, the City for: (1) the administration of the work covered by such contract and any other contract or contracts beyond the contract completion date; (2) the additional Representative expenses directly attributable to the work and incurred because of the delay; (3) expenditures resulting from the inability of the City and the general public to use the work product from and after such contract completion date until the actual date of completion; (4) other miscellaneous obligations and expenditures incurred by the City directly as a result of the failure to complete the work covered by such contract on or before the contract completion date. It is agreed that these damages are difficult of precise measurement at the inception of the contract and the sum stated herein in the Form of Contract is the best possible estimate of the damages that will accrue because of delay.

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(b) The total amount so payable by the Contractor as liquidated damages may be deducted from any moneys due and payable to the Contractor by the City through the issuance of a change order, or so much thereof as is not deducted, shall be chargeable to and will be payable promptly by such Contractor or his bonding company to the City.

7.3 **Delays and Extensions of Time -** (a) The Contractor shall perform fully, entirely and in a satisfactory manner all the work by the contract completion date stated in the Form of Contract. The work covered by and included in this Contract shall be prosecuted regularly and uninterruptedly from the time specified for commencement until all work is completed in every detail to the satisfaction of the Representative. No extension of time, whether for bad weather or for any other cause whatsoever, shall be granted unless authorized by the Representative by a written change order. The Contractor is not excused for any delay whatsoever except upon the written consent authorized by the Representative. If extra work or materials are required, the original completion date shall still govern unless the Representative grants an extension by written change order.

(b) In no event will additional time be granted to the Contractor unless the delay and subsequent failure to perform is beyond the control of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes beyond the control of both the Contractor and any subcontractor, and without fault or negligence of either of them, the Contractor shall not be deemed to be in fault unless: (1) the supplies or services to be furnished by the subcontractor were obtainable from other sources; (2) the Representative shall have ordered the Contractor in writing to procure such supplies or services from other sources; or (3) the Contractor shall have failed to comply reasonably with such order.

(c) If the Contractor is delayed at any time in the progress of the work by:

(1) Any order, act, or neglect of the City, the Representative or their representative or agent; or

(2) Any other cause beyond the Contractor's control;

then the Representative is authorized to grant an additional amount of time to the Contractor to complete the contract.

7.4 **Claims for Additional Time -** Any claim for additional contract time shall be made in writing to the Representative not more than seven (7) days after occurrence of the event giving rise to the claim; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such claim on the progress of the work. The Representative shall promptly investigate the Contractor's claim for additional contract time, and if justified, he shall notify the Contractor in writing, and an equitable adjustment shall be made and the contract modified pursuant to General Conditions, Section 11.

7.5 **Delay for Interpretations -** If no agreement is made stating the dates upon which interpretations, as provided in General Conditions, Section 4.4, shall be furnished, then no claim for additional contract time shall be allowed on account of failure to furnish

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such interpretations until twenty days after written request is made for them, and not then unless such claim is reasonable.

7.6 **Extra Work -** If extra work or materials are required by written change order, no extension of time will be granted unless an extension of time is provided within the written change order.

7.7 **Sundays and Legal Holidays -** Except for such work as may be required to properly maintain or protect completed, or partially completed construction, or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Representative.

7.8 **No Damages for Delay -** General Conditions, Section 7.4 precludes the recovery of damages under any other provision of the contract documents for delay for any reasons falling within General Conditions, Section 7.3(c)(2). General Conditions, Sections 7.5 and 7.6 preclude the recovery for damages for delay under the circumstances enumerated therein. In addition, no damages for delays can be recovered for reasons found in General Conditions, Section 7.3(c)(1) to the extent the delay would have occurred in any event due to any other cause, including the negligence of the Contractor; or, for which an adjustment is provided or excluded under any other provision of this contract. There shall be no allocation of fault during concurrent delays.

7.9 **Procedure for Appeal of the Representative's Decision -** The procedure for appeal of the Representative's decision on a claim for additional time shall be governed by General Conditions, Section 14.4.

7.10 **Change Order Required -** Any approved claim for additional contract time under the provisions of this section shall be granted by change order.

7.11 **Extensions of Time -** Except for an extension of the contract completion date, the Representative may, upon written request and for good cause shown by the Contractor, grant an extension of time to perform any act required by the contract. The request for an extension of time must be made within the time to initially perform the act. An extension of time must be in writing and signed by the Representative.

SECTION 8 - PAYMENTS AND COMPLETION

8.1 **Payment for Work Performed -** The Contractor will receive and accept as full payment for all items of acceptable work performed which are covered by definite unit prices or lump sum amounts specified in the Form of Contract, the rate specified therein, or in the case of work under a change order, the amount stated in the change order.

8.2 **Application for Payments -** Applications for payments shall be made by the Representative, to the City, on no more than a monthly basis.

8.3 **Measurement of Quantities -** The work completed under the contract shall be measured according to United States standard measures. Payment will be based on

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the actual quantity of work performed under the various classifications of work in the contract.

8.4 **Scope of Payment -** The Contractor shall accept the compensation herein provided as full payment for furnishing all materials, labor, tools, and equipment, and for performing all work under the contract or any extension thereof allowed under General Conditions, Section 11; also, for all cost arising from the action of the elements or other natural causes, agreements, and performances, non-performance, or delays involving other Contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work, and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in and of itself be construed to prejudice or deny any claim filed under provisions of General Conditions, Section 14.

8.5 **Title -** The Contractor warrants that title to the work product covered by an application for payment will pass to the City upon delivery or upon installation, where required, or upon the receipt of a progress payment by the Contractor. This paragraph shall not negate or abridge the Contractor's obligations with regard to protection of the work in General Conditions, Section 9 or to any warranties required by the contract.

8.6 **Payments -** (a) If the work extends over a period of more than one month, the Contractor will receive monthly progress payments from the City based on the Representative's estimate of the amount of work product completed and delivered in an acceptable manner. The City's monthly progress payments shall be partial payments on the contract sum, and the monthly progress payment by the City does not constitute final acceptance of the work upon which the estimates are based.

(b) Work completed in an acceptable manner during the month shall be paid for by the City within thirty days from the date the progress payment request was approved by the City.

(c) The City shall retain from each monthly progress payment five (5) percent of that amount which is determined to be due by the Representative.

8.7 **Representative's Representations -** Submission of an application of payment signed by the Representative will constitute a representation by the Representative to the City, based on his observations at the site, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial or final completion, to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in an attachment to the estimate); and that the Contractor is entitled to payment in the amount certified.

8.8 **Payments to Subcontractors -** The City shall not have any obligation to pay or to see to the payment of any moneys to any subcontractor or suppliers.

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8.9 **Payment not Acceptance of Defective Work -** No estimate made for a progress payment, nor any progress payment, nor any partial or entire use of the work by the City, shall constitute acceptance of any work not in accordance with the contract documents.

8.10 **Payments Withheld -** (a) The Representative may decline to submit an application for payment and may withhold his estimate in whole or in part, to the extent necessarily reasonable to protect the City, if in his opinion, he is unable to make representations to the City as provided in General Conditions, Section 8.7. If the Representative is unable to make representations to the City as provided in General Conditions, Section 8.7, and thus submit the application, he will notify the Contractor. The Representative may also decline to submit an application for payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any estimate authorizing payment previously issued and adjust future estimates, to such extent as may be necessary, in his opinion, to protect the City from loss because of:

(1) Defective work not remedied;

(2) Damage to property of the City or another Contractor;

(3) Reasonable evidence that the work will not be completed within the contract time, but only to the extent of liquidated damages and reasonably anticipated additional Representative expenses;

(4) Persistent failure to carry out the work in accordance with the contract documents;

(5) Errors in previous estimates;

(6) Expenses or fees due the City for work on the project.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

8.11 **Final Completion, Acceptance, and Final Payment -** (a) Final completion means satisfactory completion of all work required by the contract documents or completion of the work product, including the Punch List, to such an extent the City is willing to accept the work product and authorize final payment.

Acceptance of a less than fully completed work product is solely within the discretion of the Representative. Upon final completion of the work, the Representative will promptly make an inspection, and when he/she finds the work acceptable under the contract, and the work FULLY completed, he/she shall promptly issue a certificate, over his/her own signature, stating that the work required by this contract has been completed and is accepted by him/her under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, is due and payable as follows: Five (5) percent of the contract sum shall be retained for thirty (30) days following formal acceptance of the work by the City Council under the

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provisions of Chapter 573, Code of Iowa. All other unpaid sums shall be paid in accordance with General Conditions, Section 8.6.

(b) Before issuance of the retained percentage, the Contractor shall provide the certifications and other documentation that are required by the Contract Documents. These documents are due in the Representative's office forty-five days after the date of the first Punch List issued by the Representative. In the absence of a Punch List, the documents are due forty-five days after the date of the certificate of completion referred to in paragraph (a) above. The Representative may extend the time limits imposed herein for good cause shown. If the Contractor fails to comply with this paragraph, the City may, in its discretion, waive receipt of all certifications and other documents, accept the project and assess to the Contractor the damages the City has incurred as a result of the Contractor's failure to comply with this paragraph. The amounts of damages may be withheld from any sum of money due the Contractor by the City.

(c) The making of the final payment shall constitute a waiver of all claims by the City, other than those arising from (1) unsettled claims; (2) faulty work appearing within the guarantee period provided in the special conditions, or Performance, Payment, and Maintenance bond; (3) the requirements of the drawings and specifications; or (4) manufacturer's guarantees.

8.12 **Substantial Completion -** The concept of "substantial completion" has no application to this contract.

SECTION 9 - PROTECTION OF PERSONS AND PROPERTY

9.1 **Contractor's Obligation -** (a) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(1) All employees on the work and all other persons who may be affected thereby while at or near the site;

(2) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the subcontractors; and

(3) Other property at the site or adjacent thereto, including the following property which is illustrative but not inclusive: trees, shrubs, lawns, lawn sprinkling systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2 **Compliance with Applicable Laws -** The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

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9.3 **Remedy for Damage or Loss -** The Contractor shall promptly remedy all damage or loss caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under General Conditions, Section 9.1, except damage or loss attributable to the acts or omissions of the City or Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under General Conditions, Section 10.6.

SECTION 10 - INSURANCE AND INDEMNIFICATION

10.1 **Contractor's Insurance -** (a) The Contractor shall secure and maintain such insurance policies as will protect himself and his sub-Contractors from claims for bodily injuries, death, or property damage which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or anyone employed by them directly or indirectly, unless authorized by the City in writing. Policies must be issued by companies rated "A" or better by "Best's Policyholders Ratings Guide." The following insurance policies are required:

(1) Workers Compensation – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:

(a) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

(b) Employer's Liability Insurance with the following limits:
Bodily injury by accident …….$500,000 each accident
Bodily injury by disease …….$500,000 each accident
Bodily injury by disease …….$500,000 policy limit

(2) Comprehensive General Liability
(a) Combined Single Limit.....$1,000,000
(b) Aggregate.....$2,000,000
(c) Personal and Advertising Injury Limit $1,000,000
(d) Products Completed Operations Aggregate Limit.....$2,000,000
(e) Fire Damage Limit (any one fire).....$50,000
(f) Medical Damage Limit (any one person).....$5,000

(3) Automobile Public Liability and
Property Damage -Combined Single Limit $2,000,000

10.2 **Insurance Inclusion -** The comprehensive general liability insurance shall include products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

10.3 **Contractual Liability -** The insurance required by General Conditions, Section 10.1 shall include contractual liability insurance coverage for the Contractor's obligations under General Conditions, Section 10.6.

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10.4 **Certificates of Insurance -** Certificates of insurance acceptable to the City indicating insurance required by the contract is in force shall be filed with the City prior to approval of the contract by the City. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the City, through the Representative. Except for the Workers Compensation, the City shall be named an additional insured on the Certificate of Insurance and shall be primary to and not in excess of or contributory with any other insurance available to the City.

10.5 **Property Insurance -** Unless otherwise provided, it shall be the responsibility of the Contractor to purchase and maintain property insurance ("builder's risk") for the entire work, until acceptance by the City, at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, and subcontractors in the work, and shall insure against the perils of fire, and extended coverage for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the City is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto. Risk of loss to the work product passes to the City upon its delivery, installation where required at the site, and acceptance by the City.

10.6 **Indemnification -** (a) To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to all attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss, or expense is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

(b) In any and all claims against the City, its elected officials, officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(c) The obligations of the Contractor under this paragraph shall not extend to the liability of the City, its elected officials, officers, agents or employees, or the Representative, arising out of: (1) the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instructions by the Representative or his representatives provided such giving or failure to give is the primary cause of the injury or damage.

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SECTION 11 - CHANGES IN THE WORK

11.1 **Change Orders -** (a) The Representative shall have authority to order any changes in the work. Such changes may be effected by written change order, and shall be binding on the City and the Contractor. If a change order is issued, it shall be prepared by the Representative, and submitted to the Contractor for his signature. The Contractor shall return written change orders to the Representative within fourteen days after receipt of the change order. The change order shall be signed by the Contractor, or if returned unsigned, contain a statement setting forth the Contractor's objections to the change order. In the event the Contractor fails to return the change order signed, or if it is returned unsigned without statement of objections to the change order within the fourteen day period, or in the event the Contractor commences the work covered by the change order before returning it to the Representative, it shall be conclusively presumed to be in full force and effect.

(b) Changes that affect the contract price, the contract sum, and the contract completion date shall be made by written change order. In conjunction with final payment per General Conditions, Section 8.11, a final change order will be issued for additions or deletions to the number of units caused by differences between the Representative's estimated quantities and actual quantities determined by measurements made in the field after the work is completed where the contract is unit priced.

11.2 **Changes and Increased or Decreased Quantities of Work -** (a) The Representative's authority to issue written change orders to make changes in the work, as may be considered necessary or desirable, to complete fully and acceptably the proposed construction in a satisfactory manner, may not change the total cost of the project, based on the originally estimated quantities and the unit prices bid, by more than twenty percent, and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty percent. (A major item shall be construed to be any item, the total cost of which is equal to greater than ten (10) percent of the total contract price, computed on the basis of the proposal quantity and the contract unit price).

(b) Should it become necessary, for the best interest of the City, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement. The Contractor shall not start work on any alteration requiring a supplemental agreement until the Agreement setting forth the adjusted prices shall be executed by the City and the Contractor.

(c) In case a satisfactory adjustment in price cannot be reached for any item requiring a supplemental agreement, the City reserves the right to terminate the contract or negotiations as it applies to the items in question, and make such arrangements as may be deemed necessary to complete the work.

11.3 **Cost or Credit Determinations -** (a) The cost or credit to the City resulting from a change in the work ordered by the Representative other than changes requiring a supplemental agreement shall be determined by one of the following ways:

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(1) By unit prices contained in the Contractor's original bid and incorporated in the contract documents;

(2) By the alternate bid schedule of prices contained in the Contractors' original bid and incorporated in the construction documents;

(3) By an acceptable unit price proposal from the Contractor;

(4) By an acceptable lump sum proposal from the Contractor;

(5) Force Account.

If items (1) and (2) above apply to the type of work being priced, items (3), (4) and (5) are not applicable and shall not be used. Force account shall be used if the City and Contractor are otherwise unable to agree upon a price under items (3) and (4) above.

11.4 **Force Account Basis -** Extra work performed on a forced account basis will be paid for in the following manner:

(a) For laborers, timekeepers, foremen, and superintendents, the Contractor shall receive the rate of wage shown on previous payrolls for the time they are actually engaged in the extra work, to which shall be added an amount equal to fifteen percent thereof, plus the amount of social security tax imposed by law upon the Contractor because of such force account work, plus the cost of workmen's compensation, public liability insurance, and employment security contributions. The fifteen percent shall cover compensation for the furnishing of the necessary small tools for the work together with all other overhead items of expense. The wage of the superintendent, timekeeper, or foreman who is the employed partly on force account work and partly on other work shall be prorated between the two classes of work according to the number of men shown by the payrolls as employed on each class of work.

(b) For materials used on force account work, the Contractor shall receive the actual cost of materials delivered on the work, including the freight and handling charges as shown by original receipted bills, to which cost shall be added a sum equal to fifteen percent thereof.

(c) For machinery tools, or equipment, and fuel and lubricants therefor, except small tools which may be used, the Representative shall allow the Contractor a reasonable rental rate to be agreed upon in writing before work is begun. No profit percentage shall be added to the rate.

Compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done on a force account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overhead and profit.

At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force account basis, using the contracting authority's standard force account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Representative and one to the

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Contractor. Claims for extra work performed on a force account basis shall be submitted to the Representative in triplicate. To the claims shall be attached such receipts or statements as the Representative may require in support of such claims. Such claims shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges on machinery, tools, and equipment, and all material charges insofar as they are available.

SECTION 12 - CORRECTION OF WORK

12.1 **Inspection -** All work is subject to inspection and approval at the site. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, work product data or Contractor's warranty. The City will charge the Contractor the cost of inspecting work product that is rejected. Materials or work product that is returned to the Contractor shall be shipped at the Contractor's expense.

12.2 **Correction of Work -** The Contractor shall promptly correct all work rejected by the Representative or inspector as defective, or as failing to conform to the contract documents, whether observed before or after acceptance. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Representative's additional services made necessary thereby.

12.3 **Warranty Work -** If, within the period of time as prescribed in the terms of the applicable special warranty required by the contract documents, and if the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the contract. The City shall give such notice promptly after discovery of the condition. If the work is covered by a bond, the City shall also notify the Contractor's bonding company.

12.4 **Failure to Correct -** If the Contractor fails to correct defective or non-conforming work as provided in General Conditions, Sections 5.9, 12.2 and 12.3, the City may correct it in accordance with General Conditions, Section 3.7. If the work is covered by a bond, the City shall have the right to require the work be done by the Contractor's bonding company.

12.5 **Accepting Defective Work -** If the City prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect a reduction in the contract sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 13 - TERMINATION OF THE CONTRACT

13.1 **Termination by the City -** If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, fails to prosecute the work so as to be able to finish on time, or persistently disregards laws, ordinances, rules, regulations, or orders of any public

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authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City, may, without prejudice to any right or remedy, and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and may finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

13.2 **Costs of Finishing Work -** If the unpaid balance of the contract sum exceeds the costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his bonding company shall pay the difference to the City.

13.3 **Termination for the Convenience of the City -** (a) The performance of work under these contract documents may be terminated by the City in accordance with this paragraph in whole, or from time to time, in part, whenever the Representative and the City Council shall determine that such termination is in the best interest of the City. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying:

(1) What work is to terminate;

(2) When the termination is to become effective;

(3) The manner in which remaining work will be handled.

(b) In such event, and provided the items ordered are not standard commercial items, the City's maximum liability shall be limited to payment: (1) for completed and delivered items at contract price; and (2) of costs directly attributable to partially fabricated work product, if any, plus a profit thereon not to exceed eight (8) percent. The City shall have the right to delivery of work product partially fabricated and to all unused material and inventory acquired and included in the Contractor's claim, or to credit for the agreed value thereof. If the items ordered are standard commercial items, the City shall have the right to terminate the contract for convenience, in whole, or from time to time, in part, without any obligation or liability whatsoever, except for payment of item delivered prior to such termination.

In order to minimize liability in case changes are directed or termination for convenience occurs, as provided for in the clause immediately above with respect to non-standard commercial items, the Contractor agrees that the City will not be responsible for material or labor or production costs or charges that are unrealistic, excessive or inconsistent with the minimum needs to meet the delivery requirements of this order.

The Contractor is not authorized to procure materials, or release for production, any quantities ordered hereunder, until written authorization to proceed is received from the City, which authorization may cover the entire quantity ordered or any increment or series of increments thereof in the sole discretion of the City.

(c) The Contractor shall submit to the Representative any termination claim he may have within thirty days of the notice of termination. The Contractor shall be entitled to

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payment for all work performed up to the date of termination, based upon the unit prices in the Form of Contract, plus the expenses incurred in terminating the contract, less payments made, and less any credits received from subcontractors and suppliers.

(d) In the event the Representative and the Contractor are unable to agree upon an amount, the Contractor may proceed under the provisions of General Conditions, Section 14.4.

SECTION 14 - CLAIMS

14.1 **Claims for Additional Cost -- Work -** (a) If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the City, through the Representative, written notice thereof, within seven days after the occurrence of the event giving rise to such claim (or such shorter time as will provide the City with the opportunity to investigate the event and make a record of the circumstances surrounding same). This notice shall be given by the Contractor before proceeding to execute the work. No such claim shall be valid, and is waived by the Contractor unless so made. The fact that the City, its officials, agents, or employees, or the Representative, have actual knowledge of the event shall not relieve the Contractor of this requirement.

(b) The Representative shall promptly investigate the Contractor's claim, and upon completion of the investigation, notify the Contractor to proceed with the work. If the claim is justified, he shall notify the Contractor in writing and an equitable adjustment shall be made, and the contract modified in writing pursuant to General Conditions, Section 11.

(c) The Contractor shall afford the Representative notice and opportunity to keep strict account of actual costs incurred as defined for force account construction for the work giving rise to the claim. If the Contractor fails to do so, he thereby agrees to waive the claim for extra compensation for such work. The fact that the Representative has kept an accounting of the costs shall not be construed as establishing the validity of the claim.

14.2 **Claims for Additional Cost -- Orders -** If the Contractor claims that additional cost is involved because of: (1) any written interpretation pursuant to General Conditions, Section 4.4(a); (2) any order by the City to stop the work pursuant to General Conditions, Section 3.6 where the Contractor was not at fault; (3) any order for a change in the work issued pursuant to General Conditions, Section 11.1; (4) failure of any payment by the City due pursuant to General Conditions, Section 8; or (5) any other conduct on the part of the Representative or City, the Contractor shall make such claim as provided in General Conditions, Section 14.1(a).

14.3 **Differing Site Conditions -** No claim for differing site conditions will be allowed. It is the responsibility of the Contractor to ascertain all matters affecting the work.

14.4 **Procedure for Appealing the Representative's Decision -** (a) If the Representative determines that any claim of the Contractor does not justify payment or an increase in the contract sum, or contract time, or that the amount of increase requested by the Contractor should be reduced, the Representative shall so notify the Contractor in writing within twenty days. If the Representative fails to respond to any claim within

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the time allotted, the claim shall automatically be deemed denied by the Representative.

(b) The decision of the Representative shall be final and binding upon the Contractor unless the Contractor appeals the decision of the Representative to the city council. Such appeal shall be taken within twenty days from the Representative's decision by filing with the city clerk a request for review of the Representative's decision and full statement of the facts surrounding the claim and the amount of the claim. The city council shall fix a date, time, and place to hear the matter, which date shall be not less than thirty days from receipt of the request for review. If the matter is not heard within thirty days or a decision is not rendered by the city council within fifteen (15) days of the hearing, the claim shall automatically be deemed denied by the city council.

(c) The decision of the city council shall be final and binding upon the Contractor unless within thirty days from the date of the decision of the city council or such additional time as the City may agree upon, the City and Contractor agree in writing to arbitration, or the Contractor files suit in the Woodbury County District Court.

14.5 **Procedure for Determining Costs -** If the City and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the provision of General Conditions, Section 11.4.

14.6 **Submission of Claim -** (a) If the Representative or the city council determines that a claim should be denied or not allowed to the full extent requested, and if the Contractor desires further appeal of the matter, the Contractor shall submit to the Representative an itemized statement of each month's additional expenditures no later than thirty days after the last day of the month such expenditures are incurred. Failure to submit the statement required herein shall constitute a waiver of the expenses incurred during that month.

(b) No increase in the claim for additional costs of construction will be allowed if made more than thirty days after submission of the initial claim, and Contractor agrees to waive those costs.

(c) The amount of the claims submitted pursuant to the provisions of this paragraph shall establish the maximum allowable claim of the Contractor in any further proceedings to determine the validity and amount of the contested claim.

14.7 **Audit of Claims -** The City may, at reasonable times and places, audit the books and records of the Contractor who has submitted a claim pursuant to the provisions of General Conditions, Section 14 to the extent that such books and records relate to the cost and pricing data used in said claim. If the Contractor makes such a claim, he shall maintain his books and records until such time as the claim is finally resolved. If any records are lost or destroyed which would have substantiated the Contractor's claim, the claim shall be deemed waived by the Contractor.

14.8 **Contractor to Continue Work -** Nothing contained in this section shall be construed to permit the Contractor from continuing to prosecute the work so as to complete the project within the allotted time.

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14.9 **Interest -** No claim for interest may be allowed which exceeds eight (8) percent per annum.

14.10 **Waiver of Claims -** (a) No claim by the Contractor, regardless of its nature, shall be allowed unless:

(1) Submitted with the request for final payment; or

(2) Made within thirty days after completion of the work;

whichever date occurs first, and the Contractor waives all claims unless so made.

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SPECIAL PROVISIONS
2016 Annual Storm Inlet Rebuild Project

The specifications to be used on this project are the 2016 Iowa Statewide Urban Design and Specifications (SUDAS) in conjunction with the 2016 Sioux City Supplement to SUDAS. The following project special provisions take precedence over and revise the SUDAS and Sioux City Supplement to SUDAS.

1. **Pre-Bid Meeting:**
   A pre-bid meeting will not be held for this project.

2. **Pre-construction Conference**
   A pre-construction conference will be held at City Hall in the 4th Floor Clocktower Conference Room at a time to be determined by the City Project Manager. The contractor will receive the Notice to Proceed at the conclusion of the pre-construction meeting.

3. **Notification to Property Owners**
   The Owner will provide an informational paper that is to be given to the property owners on the streets this project affects. The Contractor shall provide liaison between his activities and all businesses/residences and distribute this paper seven (7) days prior to the time when works begins and/or when their street will be closed for construction, in order to allow the affected businesses and residences to compensate for disruptions caused by the project. Property owners will be notified seventy-two (72) hours prior to any scheduled utility outage including water outages. Additional notices may be required, depending on the project staging.

4. **Section 1070 – Legal Relations and Responsibility to the Public**
   (the following is hereby added)

   2.06 Traffic Control
   C. The Contractor shall furnish, install, and maintain throughout the course of the construction all necessary construction signs, traffic control signs, barricades and other warning devices to inform the traveling public (including vehicular and pedestrians) of the construction within the project area. This shall include the removal or covering of existing traffic control signs, which are in conflict with the temporary construction signing. Existing traffic control signs which are removed shall be delivered to the City of Sioux City for storage during the duration of the construction. At the completion of the work, the Contractor shall remove all temporary signs and construction barricades and restore all permanent traffic control signs along the roadways (which were covered during the construction) as directed by the Engineer and the City of Sioux City.

   D. Prior to the start of construction, the Contractor shall submit all phase revisions to the Engineer and a traffic control plan to implement. The City of Sioux City reserves the right to modify the proposed construction signing and barricade plan as necessary throughout the course of the work to assure the safety of the traveling public. The Contractor shall coordinate and schedule all street closures with the City of Sioux City. Please contact the Engineering Division 712-279-6324 to issue a press release: start date, duration, extent & location of closure, detour route, reason for closure.

   E. Payment for furnishing, installation, maintenance, and removal of all traffic control devices including temporary pavement marking, construction signs and barricades for

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each phase of the project shall be paid for lump sum at the contract unit price bid for "Traffic Control." This work shall also include submittal of all construction phase revisions, removal of existing and all temporary pavement markings, and all necessary removal, reinstallation or covering of existing traffic control signs which may conflict with the proposed construction signing and traffic control plan.

F. The Contractor must provide a 24-hour phone number to the City and the 911 Operator in the event of defective, missing or non-operational signing.

G. All open trenches and other excavations shall be protected with suitable barriers, signs and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.

H. All traffic control devices, procedures and layouts shall be as per part VI of the current addition of the MUTCD as adopted by the Iowa Department of Transportation. All sign shall utilize retroreflective sheeting material which meets the requirements of Article 4186.03 of the English Standard Specifications of Highway and Bridge Construction 2012 series as published by the Iowa Department of Transportation or shall be illuminated by means of acceptable warning lights from sunset to sunrise. Material stored upon or alongside public streets, roads and highways shall be so placed that the work at all times shall be so conducted as to cause minimum obstruction and inconvenience to the traveling public.

I. Where Type III barricades are shown as part of a full closure, the installation shall include an adequate number of Type III barricades to reach from edge of pavement to edge of pavement, as well as orange safety fence placed from right-of- way line to right-of-way line or as necessary to prevent vehicles from going around the barricades and entering the work area.

J. The Traffic Control bid item shall include all costs associated with furnishing, placing, maintaining, and removing all traffic control devices including the cost of flaggers.

K. The basis of payment shall be 50 percent of Lump Sum price paid on the first Certificate for Payment and 100 percent of Lump Sum price paid when 95 percent of the value of the work is completed.

5. Section 1080 – Prosecution and Progress
(the following is hereby added)

1.17 Contact Personnel
Contractor shall provide the city and 911 operator with the name and phone number of their representative to be contacted during working and non-working hours as necessary.

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6. City's Proposed Schedule

The City anticipates the following timeline for this project. All dates are approximate.

- Bid Letting: February 9, 2016
- Council Award of Contract: February 22, 2016
- Council Approve (Execution of) Contract Documents: March 14, 2016
- Anticipated Pre-Construction Meeting: March 23, 2016
- Anticipated Date to Proceed: March 28, 2016
- Contract Completion Date: September 30, 2016

7. Schedule of Operations

The Contractor shall submit to the City, prior to the preconstruction conference, a written schedule for performance of the work items. The schedule shall be in the form of chart showing starting and completion dates for the items. The contractor shall then make every effort to conform to the accepted schedule.

6. Inlet Top Only Locations

DWS-12	5th and Jones South East Corner
DWS-12	3rd and Jones South West Corner
SWS-8	5th and Court South West Corner
SWS-8	5th and Iowa North East Corner
SWS-8	419 Jones
SWS-8	3rd and Virginia South East Corner
SWS-8	7th and Floyd North East Corner
Half Special	6th and Pierce North West Corner

7. Inlet Full Rebuild Location

Half Special	27th and Jennings South West Corner
DWS-12	4029 Jefferson
SWS-8	4121 Hamilton
SWS-8	7th and Douglas South West Corner
SWS-8	4th and Douglas South East Corner
SWS-8	3rd and Jackson North West Corner
SWS-8	3rd and Jackson North East Corner
SWS-8	6th and Nebraska North East Corner
SWS-8	3rd and Nebraska South East Corner
SWS-8	4th and Jackson West Side of Street Approximately 70' North of 4th
SWS-8	4th and Jackson East Side of Street Approximately 70' North of 4th
SWS-8	4512 Cheyenne Boulevard
SWS-8	4513 Cheyenne Boulevard
SWS-8	46th and Cheyenne: 1st Inlet East on 46th
SWS-8	46th and Cheyenne: 2nd Inlet East on 46th
SWS-8	8th and Douglas South East Corner
SWS-8	5th and Iowa North West Corner
SWS-8	101 Pierce
SWS-8	8th and Pierce South East Corner
SWS-8	29th and Park Avenue North West Corner
SWS-8	29th and Wall South East Corner
SWS-8	29th and Wall South West Corner
SWS-8	29th St and Iowa South West Corner
SWS-8	29th and Court South East Corner

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SWS-8 29th and Court South West Corner
Twin SW-510 4524 Cheyenne Boulevard

8. Contractor Storage Area

The Contractor shall store equipment and materials within the City right of way. Rock shall not be stored or allowed to get in locations that will be seeded.

9. Removal and Disposal

The Contractor shall provide a disposal site for all materials removed and not reused in the project. Separate payment will not be made for disposal. All costs, including landfill fees, for disposal shall be absorbed in various bid items. The disposal site shall be furnished by the Contractor and approved by the Engineer. The disposal site shall not be a wetland. The Contractor shall procure required clearances for the disposal site.

10. Field Verification and Existing Conditions

The Contractor is responsible to become familiar with the existing site conditions such as the close proximity of gas lines, telephone lines, cable lines or conduits, telephone poles, chain link fences, power poles and braced poles along the route of this project. It is the responsibility of the Contractor to verify locations, existing conditions, and measurements in the field prior to bid submittal. Contractor shall include these conditions as incidental to their bid.

11. Shrinkage Cracks

Any shrinkage cracks and surface tears found in the new pavement shall be cause for removal and replacement of affected pavement by the Contractor at no cost to the City.

12. Route, Clean and Seal Cracks and Joints

Normal finish and sealing of all expansion joints, construction joints, and new sawed joints is required on all concrete work. The back of curb expansion joints on wheelchair ramps shall be sealed. All work and materials necessary to route, clean and seal joints shall be considered incidental to the construction of new paving.

13. Full Depth Sawcut

All areas where new, full-depth pavement patches are to be replaced against old pavement, regardless of depth, will require full depth saw-cutting in order to obtain a straight, vertical edge between the new construction and the remaining concrete or asphalt (except in an area where an existing joint will serve the same purpose).

The City's Authorized Representative will mark saw cut locations in the field using existing joints when possible; any additional saw cut will have to be approved before the work is performed. Where a second saw cut is necessary to provide a smooth straight edge, the second saw cut shall be incidental to the full depth saw cut.

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14. Curb Drains

Existing drains through the curb shall be removed and properly abandoned at no cost to the City. Coordinate with the City's Authorized Representative prior to this work occurring.

15. 18" - #5 Epoxy Coated Rebar

All external longitudinal and transverse joints of the new concrete paving shall be doweled into the existing concrete. New #5 - 18" epoxy-coated bars shall be drilled a minimum of 9" into the center of existing concrete and installed at 24" on center in longitudinal joints and transverse joints with an approved epoxy grout. Tie bars and dowels in newly constructed keyed and doweled joints will be incidental to paving. Include in this item any replacement of smooth dowels and expansion tubes required after header removal.

If the existing concrete thickness and condition does not allow for installation of deformed bars, a thickened edge (3 feet wide and 9 inches deep) shall be used and paid for as if bars had been installed.

16. Remove and Replace Inlet (Top Only)

The work to remove and replace Half Special Inlet Tops includes the removal and replacement of the inlet top and any labor, materials, and time required to fully reconstruct the top (and up to one foot of the walls) of this storm inlet. The removal and replacement of the inlet top shall be paid for by each (EA) in the "R&R Half Special (Top Only)" bid item.

The work to remove and replace SWS-8 Inlet Tops includes the removal and replacement of the inlet top and any labor, materials, and time required to fully reconstruct the top (and up to one foot of the walls) of this storm inlet. The removal and replacement of the inlet top shall be paid for by each (EA) in the "R&R SWS-8 (Top Only)" bid item.

The work to remove and replace DWS-12 Inlet Tops includes the removal and replacement of the inlet top and any labor, materials, and time required to fully reconstruct the top (and up to one foot of the walls) of this storm inlet. The removal and replacement of the inlet top shall be paid for by each (EA) in the "R&R DWS-12 (Top Only)" bid item.

17. Remove and Replace Inlet

The work to remove and replace Half Special Inlets includes the removal and replacement of the inlet top, walls, base, storm sewer pipe connections, the last stick of storm sewer pipe as needed, any labor, materials, and time required to fully reconstruct the storm inlet. The removal and replacement of the inlet shall be paid for by each (EA) in the "R&R Half Special Inlet" bid item.

The work to remove and replace SWS-8 Inlets includes the removal and replacement of the inlet top, walls, base, storm sewer pipe connections, the last stick of storm sewer pipe as needed, any labor, materials, and time required to fully reconstruct the storm inlet. The removal and replacement of the inlet shall be paid for by each (EA) in the "R&R SWS-8 Inlet" bid item.

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The work to remove and replace DWS-12 Inlets includes the removal and replacement of the inlet top, walls, base, storm sewer pipe connections, the last stick of storm sewer pipe as needed, any labor, materials, and time required to fully reconstruct the storm inlet. The removal and replacement of the inlet shall be paid for by each (EA) in the "R&R DWS-12 Inlet" bid item.

The work to remove and replace the Special Inlet at 4524 Cheyenne Ave includes the removal of the existing special inlet top, walls, base, the last stick of storm sewer pipe as needed, any labor, materials and time required to remove the special inlet, the replacement of the double intake with two SW-509 inlets, and the materials and time required to construct the two SW-509 inlets. The removal and replacement of the special inlet with two SW-509 inlets shall be paid for by each (EA) in the "R&R SW-509 Inlet" bid items.

18. 8.5" PCC Patch

The work to construct the 8.5" PCC Patch shall include the shaping of the intake throat, constructing the gutter, and replacing any street paving that was removed. The 8.5" PCC Patch shall meet and match the top of the existing adjacent PCC pavement plus any asphalt overlay that may exist.

Where the depth of PCC pavement plus asphalt overlay exceeds 8.5" in depth match the top of the patch with the top of any existing pavement and fill the remainder of the patch with compacted fill dirt. This shall be incidental to this bid item.

The work to construct the Full Depth patch shall be paid at the contract unit price per square yard (SY) for 8.5" PCC Patch which shall include all labor, equipment, and materials to do this work.

This quantity when placed in front of the intake, will be measured from the front edge of the intake out to the street. Where there is curb, it will be measured from the back of curb out to the street.

19. 6" PCC Curb

The work to construct integral 6"-8.5" curb shall be paid at the contract unit price per linear foot (LF) in the "6" PCC Curb" bid item and shall include all labor, equipment, and materials to do this work.

This quantity will be measured from the edge of the intake to the end of the curb and gutter.

20. Pavement Removal

This bid item shall be payment for removal and disposal of existing PCC or HMA pavement (up to 12" thick) and any thickness of asphalt overlay. This includes curb and gutter, regardless of type or thickness.

The actual area for payment under this bid item will be marked (painted) and measured in the field by the City's Authorized Representative.

If a curb and gutter joint does not exist, the removal width for <u>curb and gutter work</u> in most cases is three feet. This can vary according to conditions. All removal will be

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marked by the City's Authorized Representative prior to the Contractor beginning work on the individual projects. The area marked will be measured to obtain the removal and replacement quantities. The cost of removal and replacement of pavement broken beyond the area marked will be at the Contractor's expense.

If the existing paving is jointed or cracked within 2 feet of the allowable removal line, the paving shall be removed and replaced to the joint or crack, and this work will be paid for under contract bid items.

The Contractor will not be paid for removal and replacement of paving broken by the Contractor's operation.

21. Inlet Cleanout

The Contractor shall determine if the inlets on the project are clean prior to beginning construction. If notice is not given that an inlet is clean prior to beginning work, it will be assumed that the inlets are operational and any inlets discovered plugged or with debris during the construction will be the Contractor's responsibility to unplug and clean out at no cost to the city. Cost is incidental to the project.

22. Salvageable Items

All manhole castings, inlet grates, and other salvageable items as determined by the City's Authorized Representative shall be delivered to the Field Services Office. The City will assist with unloading the salvaged materials if the Contractor provides two working days' notice to the delivery and establishes a mutually agreed to time for delivery – call the Utilities Field Office at 279-6164 to coordinate. The cost of this work is considered incidental to the respective bid item.

23. Air Testing PCC Concrete Paving

Air testing will be done as shown in the 2015 Sioux City Supplement to the SUDAS Specifications effective January of 2015.

The City of Sioux City will provide the concrete testing for air content (as described above along with slump and concrete cylinders).

24. Seeding

All disturbed areas shall be seeded, fertilized and mulched per SUDAS and the Sioux City Supplemental Specifications within 14 days of the completion of concrete work at any individual project location. All rocks will be removed from any areas that are to be seeded prior to seeding. Contractor is to distribute a "Care of Seeded Lawns" informational letter and door hanger to all property owners and tenants when seeding is complete so that they may begin maintenance. Hydro-seeding will be required on all disturbed areas on the project.

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25. Erosion Control

Erosion control will consist at a minimum of placement of inlet socks around inlets, silt fence where needed, and minimizing tracked dirt onto city streets. Included is sweeping and cleaning the pavement as needed during construction. This includes all downstream inlets from the work being performed.

The Erosion Control bid item shall include inlet protection for all existing inlets until removed. The work to provide Erosion Control at each specific project location shall be paid for at the lump sum price (LS) for Erosion Control which shall include all labor, equipment, and materials to do this work for each individual project location.

26. Guarantee of Work

There are no guarantees of any minimum quantities of work on this project.

27. Project Completion and Final Inspection

Upon completion of each specific location, the Contractor shall investigate his work and correct all deficiencies prior to requesting a preliminary inspection by the City.

The Contractor shall request, in writing, that the final inspection be made. This request will be made within a time frame that will allow the Contractor time to complete the "Punch List" items prior to the completion date.

Each specific project location will be inspected independent of any other location.

28. Special Event and Project Coordination

During the course of the construction timeframe there is the potential for conflicts from other projects or special events in the vicinity of the project locations. Staff will work with the contractor(s) and special events coordinators to keep everyone informed and up to date.

--END OF SPECIAL PROVISIONS--

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