

No. _____

CITY OF CEDAR RAPIDS

**PROJECT MANUAL
for
2018
ELLIS HARBOR ELECTRICAL DISTRIBUTION**
CONTRACT NO. PUR0318-142; 332013-01

**PREPARED BY
INNOVATIVE ENGINEERS, INC.**

**FILED IN THE OFFICE OF THE CITY CLERK ON THE
9TH DAY OF JULY, 2018**

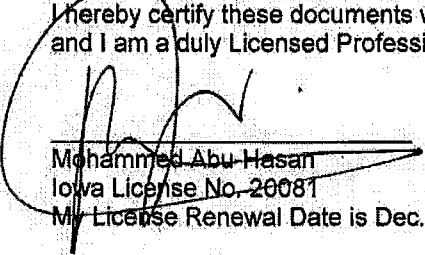
The Cedar Rapids Metropolitan Area Standard Specifications and Standard Details for public improvements, current version, shall apply to work on this project.

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ELLIS HARBOR ELECTRICAL
PROJECT NO. PUR0318-142-332013-01
CERTIFICATIONS

Certification of the Engineer of Record

I hereby certify these documents were prepared by me, or under my direct personal supervision,
and I am a duly Licensed Professional Engineer under the laws of the State of Iowa.


Mohammed Abu Hasan
Iowa License No. 20081

My License Renewal Date is Dec. 31, 2019

7/3/2018
Date

00100
NOTICE TO BIDDERS
OF ADVERTISEMENT FOR SEALED BIDS FOR PROPOSED PUBLIC
IMPROVEMENT
TO BE KNOWN AS ELLIS HARBOR ELECTRICAL, DESCRIBED AS ELECTRICAL
DISTRIBUTION, LOCATED AT ELLIS HARBOR, CEDAR RAPIDS
Contract No. PUR0318-142-332013-01

Description of Work

The Work generally consists of replacements of existing meter centers with new meter centers and improvements to the existing system as to restore proper operation. Improvements to the system will enable the removal and off-site storage of meter centers in the event of a flood, in such a way that is as easy as possible to disconnect and then re-connect to the main power system and services, in Ellis Harbor, Cedar Rapids. The City Engineer's opinion of probable construction cost for the Work is \$347,700.

Type of Bid

Bids shall be on a lump sum basis.

Contract Time Information

Early State Date: Upon approval of contract documents
Late Start Date: September 1, 2018
Milestones: None
Final Completion: December 15, 2018

Bid Opening Time, Date and Location

Sealed bids will be received at the Office of the City Clerk, 1st Floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa before 11:00 a.m. on August 1, 2018. Bids that are not received before this time will not be opened. The time a bid is submitted shall be determined by the time stamp machine maintained in the City Clerk's office. The bids will be opened and read aloud at 11:00 a.m. on August 1, 2018, at City Hall, 101 First Street SE, in the City of Cedar Rapids, Iowa.

Contract Terms

Cedar Rapids Metropolitan Area Standard Specifications and Details, current version, are applicable to this project and are available for purchase at the City of Cedar Rapids Public Works Department, on the City of Cedar Rapids' website (www.cedar-rapids.org) and the City of Marion Engineering Department.

Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. Contractor is responsible for obtaining the exemption or for applying for reimbursement for such taxes paid. Sales and Use taxes shall not be included in the Bid.

Pre-Bid Conference

A pre-Bid conference will be held at 11 a.m. on July 18, 2018 at Ellis Harbor. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Examination and Procurement of Documents

Copies of the Bidding Documents may be obtained only through Rapids Reproductions via their website at <http://dfs.rapidsrepro.com> (select "City of Cedar Rapids Plan Room"); by phone at 319-364-2473; or in person at 6015 Huntington Ct NE, Cedar Rapids IA 52402, in accordance with the Instructions to Bidders. No deposit will be required for the documents.

Bid Documents may be examined at the following locations:

00100-1

December 12, 2013

City of Cedar Rapids
Purchasing Services
1st Floor, City Hall
101 First Street SE
Cedar Rapids, IA 52401
Ph. 319 286-5023
d.muench@cedar-rapids.org

Innovative Engineers, Inc.
2871 Heinz Rd Suite B
Iowa City, IA 52240

Ph. 319 855-4115
Fax 319 351-0070

Master Builders of Iowa
221 Park Street
Des Moines, IA 50309
Ph. 515 288-8904
info@mbionline.com

North Iowa Builders Exchange
9 North Federal Ave.
Mason City, IA 50401
Ph. 641-423-5334
Go to:
<http://buildingnorthiowa.com/contacts/>

Dodge Plan Room
3315 Central Ave
Hot Springs, AR 71913
Ph. 913 669-6837
Roger.davidson@construction.com

CMD
Document Processing Center
30 Technology Parkway
South, Ste 100
Norcross, GA 30092-2912
Ph. 800 424-3996
customercare@cmdgroup.com

Bid Security and Other Bonds

Bid security, as defined in Section 26.8 of the Iowa Code, in the amount of FIVE percent of the Bid must accompany each Bid. The successful bidder shall be required to provide performance and payment bonds, each in the amount of 100 percent of the Contract Price.

Drug Free Workplace

The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. All contractors and subcontractors shall be responsible for pre-employment drug screening of prospective employees. All contractors and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code and will be required to submit with their Bid an affidavit attesting to this practice.

Applicable Laws and Regulations

By virtue of statutory authority, preference will be given to Iowa produced products and Iowa domestic labor to the extent lawfully required under State Statutes, providing that award of contract will be made to the bidder submitting the lowest responsible bid.

In all contracts to be awarded for a public improvement, which shall include building or construction Work to be paid for in whole or in part by the use of funds of the municipality, resident bidders shall be allowed a preference against nonresident bidders from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country with which the nonresident bidder is a resident. "Resident bidder" means a person authorized to transact business in Iowa and having a place of business for transacting business within Iowa at which it is and had conducted business for at least six months prior to the first advertisement for the public improvement and in the case of a corporation, at least fifty percent of the common stock is owned by residents of this state. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

The Successful Bidder shall submit a written affirmative action program to the City unless already having an approved Affirmative Action program on file with the City. The City will not process payment requests until the affirmative action program is approved by the City. Failure to comply with this requirement may be deemed cause for contract termination.

OWNER's Right to Reject Bids

The City Council of the City of Cedar Rapids reserves the right to reject any and all bids, to waive informalities and technicalities, and to enter such contracts as it deems in the best interest of the City.

The City reserves the right to defer acceptance of any proposal for 45 calendar days after the bids have been received and opened.

By order of the City Council, City of Cedar Rapids.

Dated this 10th day of July, 2018

Amy Stevenson, City Clerk

Posted to City of Cedar Rapids web site and statewide services the 11th day of July, 2018

00110
NOTICE OF PUBLIC HEARING
FOR ELLIS HARBOR ELECTRICAL DESCRIBED AS ELECTRICAL DISTRIBUTION
AND LOCATED AT ELLIS HARBOR, CEDAR RAPIDS
Contract No. PUR0318-142; 332013-01

At 5:30 pm, local time, on the 24th day of July, 2018 at the Council Chambers, 3rd Floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa, a hearing will be conducted by the Cedar Rapids City Council on the proposed plans, specifications, form of contract, opinion of probable cost and the proposed improvements described thereby for the Ellis Harbor Electrical project. The Cedar Rapids City Council has previously filed these documents with the City Clerk of the City of Cedar Rapids, Iowa. The City Engineer's opinion of probable construction cost for the Work is \$347,700. The proceedings of the City Council referring to the proposed plans, specifications, form of contract, and cost opinion are also made part of this notice. At this hearing, any interested person may file written and/or oral objections to these documents and the proposed improvements.

By order of the City Council, City of Cedar Rapids.

Dated this 10th day of July, 2018.

Amy Stevenson, City Clerk

Published in the Cedar Rapids Gazette on the 14th day of July, 2018.

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Bidder--The individual or entity who submits a Bid directly to OWNER, as distinct from Sub-bidder, who submits a Bid to a Bidder.
 - B. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. Successful Bidder--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
 - D. OWNER -- City of Cedar Rapids
 - E. ENGINEER -- Mohammed Abu-Hasan, P.E.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Notice of Hearing and Letting may be obtained from the Issuing Office.
- 2.02 Electronic copies of the bidding documents may have been divided into multiple electronic files to allow convenient viewing and downloading. Complete sets of Bidding Documents must be used in preparing Bids, whether obtained electronically or on paper; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 The Owner may make such investigations as deemed necessary to determine the ability and qualification of the Bidder. If requested by the Owner, Bidder shall submit such evidence of the Bidder's necessary financial and technical capability to perform the work covered by the Bid as well as the tenacity to do so, as demonstrated by the Bidder's past performance record. Failure to comply with this requirement may result in the rejection of consideration of such bid.
- 3.02 In determining the Bidder's qualifications, the following factors, among others, will be considered: work previously completed by the Bidder; qualifications of the proposed subcontractors for their work; Bidder references; and whether the Bidder (a) maintains a permanent place of business; (b) has adequate labor and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) has adequate, competent, experienced staff and supervisors who will be committed to the work until completion.
- 3.03 Each Bidder may be required to show that he has handled former work and that no just claims have been prosecuted or are pending against such work. No bid will be accepted from a Bidder

who is engaged on any work which would impair his ability to perform or finance this work or other work in progress.

- 3.04 If requested by Owner, the lowest, responsive Bidder for each contract shall, within two (2) working days following the bid opening, submit to the Owner a completed Statement of Bidder Qualifications. The Bidder must complete and fully disclose all information requested and questions must be answered. The information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information. Failure to submit the background information may preclude the bid from further consideration by the Owner. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the contract. Conditional bids will not be accepted.
- 3.05 The information requested in the Statement of Bidder Qualifications is, but not necessarily limited to:
- A. When Company organized
 - B. If Corporation, Where incorporated
 - C. How many years have you been engaged in the construction contracting business under your present company name?
 - D. List all of the surety / bonding companies you have utilized in the last five (5) years.
 - E. Have you ever been declared in default under a performance and payment bond in the last five (5) years? If so, describe the circumstances and which surety / bonding company was involved. Include the name and contact person of the owner(s).
 - F. Have you ever been found not to be a responsible bidder under Iowa Code Chapter 26? If yes, please describe the circumstances.
 - G. List all projects of similar size and scale you currently have under contract, including the contract value, the scheduled completion date, contact person and phone number. Also list any experience in construction similar to this project of any value.
 - H. Are you currently being investigated for or previously been found to have violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a 'willful' violation of the Iowa Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act:
 - I. Do you currently have any legal action pending which could impact your ability to perform this Project?
 - J. Provide information on your corporate safety program and safety-related training.
- 3.06 Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the contract. Conditional bids will not be accepted.
- 3.07 All electrical, mechanical, and plumbing Subcontractors will be required to submit to all bidding General Contractors prior to bidding a letter from their bonding company certifying the Subcontractor's ability to be bonded for this project if required.
- 3.08 Reference Article 12 of these Instructions to Bidders for discussion of Subcontractor qualifications.

CITY OF CEDAR RAPIDS, IOWA

STATEMENT OF CONTRACTOR QUALIFICATIONS

Bidder / Contractor: _____

Project: _____

Upon request, within two (2) working days following the bid opening the apparent lowest responsive Bidder shall complete the STATEMENT of CONTRACTOR QUALIFICATIONS. Questions may be answered on separate attached sheets. The Bidder may submit any additional supporting information.

A. When was the contracting business organized and how many years has the business been engaged in construction contracting under the present firm's name? _____

B. If a corporation, where was the business incorporated? _____

C. List all of the surety / bonding companies you have utilized in the last five (5) years.

D. Have you ever been declared in default under a performance or payment bond in the last five (5) years? _____ If so, describe the circumstances and the surety / bonding company that was involved. Include the name and contact person of the owner(s).

E. Have you ever not been found to be a responsible contractor under Iowa Code Chapter 26?

Yes _____ No _____

If yes, please describe the circumstances.

F. List all projects of similar size and scale you are currently have under contract, including the contract value, the scheduled completion date, contact person and phone number. Also list any experience in construction similar to this project of any value.

G. Are you currently being investigated for or previously been found to have violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a 'willful' violation of the Iowa Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act:

Yes _____ No _____

If yes, please explain:

H. Do you currently have any legal action pending which could impact your ability to perform this Project?

I. Safety Program and Training

Do you have a written safety program in place? Yes _____ No _____. If so, please submit a copy of your program with this completed Statement of Qualifications. Additionally, please provide the following information:

- 1) Experience Modification Rate (EMR): Current year _____ Previous year _____
- 2) Recordable Case Rate : Current year _____ Previous year _____
- 3) Percentage of employees trained: OSHA 10-Hour _____% OSHA 30-Hour _____%

- 4) Have all on-site construction personnel planning to work on the project successfully completed the OSHA 10-Hour safety training? Yes _____ No _____

No actions will be made on the basis of answers to the above questions without any inquiry and an opportunity to be heard regarding the circumstances of the matter reported.

The undersigned hereby authorizes and request any person, firm or corporation to furnish credit history and financial condition or other information required by the City in verification of the recitals comprising this statement. The undersigned further authorized the City to conduct any and all necessary investigations of the undersigned's Federal and State Occupational Safety and Health Act (OSHA) compliance, including access to State and Federal records.

I hereby certify that the above information is true and correct to the best of my knowledge and that the City may rely on the information provided.

THIS STATEMENT MUST BE NOTARIZED.

NAME OF CONTRACTOR: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

STATE OF IOWA, LINN COUNTY,

Subscribed and sworn to before me by the said _____ on this _____ day of 20____.

Notary Public in and for the State of Iowa

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, SITE AND OTHER RELATED DATA

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.
2. Those Drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and Drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and Drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such Drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and Drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of any reports and Drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports, if any, and Drawings, if any, are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such Drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

- 4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.06 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. visit and examine the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. carefully study any and all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and Drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and Drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 In addition to the information contained in the Request for Bid, you are strongly encouraged to attend a pre-bid meeting to be held on Wednesday, July 18, 2018 at 11:00 am CDT at the Ellis Harbor, Cedar Rapids, Iowa. The City is inviting all bidders to attend this meeting to examine the work areas and equipment, ask specific questions and request clarifications on the specification portion of this bid document. All interested bidders are strongly encouraged to attend in order to familiarize themselves with the systems and all conditions that may affect the time or cost of performance.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Purchasing Services Manager in writing, either through mail, fax or email. Contact individual shall be as follows:

Diane Muench, CPPB
Purchasing Services Manager
101 First Street SE
Cedar Rapids, IA 52401
Email: d.muench@cedar-rapids.org

Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda faxed, mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in the amount as set forth in the Notice of Hearing and Letting. The Bid security must be in the form of a certified or

cashier's check, or credit union share draft. The check or share draft shall be drawn on a financial institution in Iowa or chartered under the laws of the United States. In the alternate, a Bid Bond on the form attached and issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

- 8.02 The Bid security shall be submitted in the outer envelope as described in Article 16.03 C of these Instructions to Bidders.
- 8.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 45 days after the Bid opening, whichever is sooner, whereupon Bid security furnished by such Bidders will be returned.
- 8.04 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to (a) have Milestone items completed, and (b) also be completed and ready for final payment are as set forth in the Notice of Hearing and Letting.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification, including evidence satisfactory to the Owner of each subcontractor's bonding capacity, for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- 12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid form is included with the Bidding Documents.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor License number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Lump Sum

- A. Bidders shall submit a Bid on a Lump Sum basis for each item of Work listed in the Bid schedule.

- B. The final Contract Price will be determined in accordance with paragraph 11.01 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 14.02 The Bid price shall include cash allowances, if any, as indicated in the Contract Documents as provided in paragraph 11.05 of the General Conditions and as modified by the Supplementary Conditions.
- 14.03 Not Used.
- 14.04 Contract award will be made based on the Total Base Bid plus any Alternative Bids, which are added to or deducted from the Total Base Bid and exclusive of any incentive/disincentive clause. OWNER reserves the right to accept or reject any alternatives to the Total Base Bid.
- 14.05 By virtue of statutory authority, preference will be given to Iowa produced products and Iowa domestic labor to the extent lawfully required under State Statutes, providing that award of Contract will be made to the CONTRACTOR submitting the lowest responsible bid.

In all Contracts to be awarded for a public improvement, which shall include building or construction Work to be paid for in whole or in part by the use of funds of the municipality, resident bidders shall be allowed a preference against nonresident bidders from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident.

"Resident bidder" means a person authorized to transact business in this state and having a place of business for transacting business within the state at which it is and has conducted business for at least six months prior to the first advertisement for the public improvement and in the case of a corporation, at least fifty percent of the common stock is owned by residents of this state. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of federal law, the provisions of this Specification (bidder preference) shall be suspended, but only to the extent necessary to prevent the denial of funds or to eliminate the inconsistency with federal requirements.

ARTICLE 15 – SPECIAL BID REQUIREMENTS

15.01

- A. In order to comply with the City of Cedar Rapids Affirmative Action Program each Bidder on this Project shall complete and sign the Bid Form Attachment I, "Equal Employment Opportunity/Non-Discrimination Policy Statement" and submit it with the bid proposal. Failure to comply with this requirement may be deemed cause for the successful bidder to forfeit the Bid security.
- B. If the CONTRACTOR does not have a current approved Equal Employment Opportunity Certificate on file with the City of Cedar Rapids (Certificate valid for one year), the CONTRACTOR to whom the Contract is awarded shall submit a written Affirmative Action Program to the City of Cedar Rapids. This Affirmative Action plan shall be submitted a minimum of one month in advance of the CONTRACTOR's first Application for Payment submittal. The CONTRACTOR shall not submit the first Application for Payment until

receiving approval from the Equal Employment Opportunity Officer. Delays in submitting an acceptable Affirmative Action Program will not be considered as reasons for extension of the Contract completion date. The model for an Affirmative Action Program is available at the Equal Employment Opportunity Officer's office.

- C. The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. All contractor and subcontractors working on City projects will be responsible for the pre-employment drug screening of all of their employees to be assigned to City projects. All Contractor and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 "Private sector drug free workplaces" and "A Guide to Workplace Testing in Iowa", latest update. Random testing is to be conducted in conformance with Iowa Code Section 730.5 – 8.a.
- D. Bidders shall provide with their Bids as an attachment, an affidavit to the City that their testing program, and those of their subcontractors, meets the requirements of this Article. This affidavit will be included in the Contract with the successful Bidder by reference.

15.02 See Supplementary Conditions, 0800, for any information related to incentive/disincentive.

15.03 The Bidder shall reference SC-6.03 and SC-6.09 for special wage and purchasing requirements.

15.04 The CONTRACTOR shall be required to comply with the wage and labor requirements, and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor and included in the Contract Documents. Within thirty (30) days after the award of this Contract, the CONTRACTOR/Subcontractor shall file a compliance report if it has not submitted a complete compliance report within twelve (12) months preceding the date of award. This report is required if the CONTRACTOR/Subcontractor meets all of the following conditions:

1. CONTRACTOR/Subcontractors are not exempt based on 41 CFR 60-1.5.
2. Has fifty (50) or more employees.
3. Is a Prime CONTRACTOR or first tier Subcontractor.
4. There is a Contract, Subcontract or Purchase Order amounting to \$50,000 or more.

ARTICLE 16 - SUBMITTAL OF BID

16.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of each of the Bid Form, Bid Form Attachments, and, if required, the Bid Bond.

16.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice of Hearing and Letting. Bids received after the specified time of closing will be returned unopened. No responsibility shall be attached to any employee of the Owner for the premature opening of any Bid not prominently identified as directed.

16.03 Bid Documents shall be submitted in two envelopes, an INNER envelope and an OUTER envelope, one inside the other.

16.04 The INNER envelope shall be an envelope large enough to contain the Form of Proposal, without folding, and shall be sealed and clearly labeled as follows:

"BID ENCLOSED"
Ellis Harbor Electrical, PUR0318-142; 332013-01
Name and address of Bidder
Time and Date of Bid Opening

The INNER envelope shall contain:

1. The Bid (Exhibit 00300)
2. Bidder Status Form
3. Attachment I, Equal Employment Opportunity/Non-Discrimination Policy Statement
4. Attachment II Non-Collusion Affidavit
5. Attachment XIII Affidavit of Drug Free Work Place Compliance
6. Attachment XV Bidder Status Form

16.05 The OUTER envelope shall be an envelope large enough to contain the INNER envelope and additional documents listed below, without folding and shall be sealed and clearly labeled as follows:

"BID DOCUMENTS"
Ellis Harbor Electrical, PUR0318-142; 332013-01
Name and address of Bidder
Time and Date of Bid Opening

The OUTER envelope shall contain:

1. Bid Bond (Document 00430)
2. The INNER envelope

If the OUTER envelope does NOT include the required documents, then the Bid will be considered non-responsive and the INNER "BID ENCLOSED" envelope will NOT be opened.

16.06 If the Bid is sent by mail or other delivery system, the INNER/OUTER envelope combination shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID DOCUMENTS".

16.07 It is the Bidders responsibility to ensure that its Bid is filed in accordance with these instructions.

ARTICLE 17 - MODIFICATION AND WITHDRAWAL OF BID

17.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Evidence shall be provided to demonstrate the individual attempting to withdraw the Bid is an authorized agent of the Bidder.

17.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER 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.

ARTICLE 18 - OPENING OF BIDS

18.01 Bids will be opened at the time and place indicated in the Notice of Hearing and Letting and, unless obviously non-responsive, read aloud publicly. A summary of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 19 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20 - AWARD OF CONTRACT

- 20.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder.
- 20.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 20.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 20.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project, that is the lowest responsible Bid.

ARTICLE 21 - CONTRACT SECURITY AND INSURANCE

- 21.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.
- 21.02 The CONTRACTOR shall furnish the OWNER with Certificates of Insurance and, if requested by OWNER, a copy of the policies. Before commencing any performance under this Contract, the CONTRACTOR shall deliver all the Certificates of Insurance to the OWNER certifying that the policies stipulated above are in full force and effect.
- 21.03 Insurance documents shall be prepared according to the contract documents. Also refer to attached sample endorsement form on the following page for further explanation. Special attention is drawn to the following:
 - A. "The City of Cedar Rapids, Iowa, its officers and employees shall be named as additional insureds" on the contractor's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.
 - B. The liability limits shall be according to the Contract Documents. General liability coverage must be on a claims occurred basis.

- C. The project name and project number being covered must appear on the face of the certificate.
- D. Endorsement with respect to including the certificate holder as an additional insured must be attached to the certificate to indicate that the policy is endorsed. Example endorsement language follows:

**CITY OF CEDAR RAPIDS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether available coverage be primary, contributing or excess.

**CITY OF CEDAR RAPIDS, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(for use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF CEDAR RAPIDS, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the Purchasing Services Division, 101 1st Street SE, Cedar Rapids, IA 52401. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Note: Endorsements above per 'Urban Standard Specifications for Public Improvements'. Addendum No. 2 effective July 24, 2001

ARTICLE 22 – SIGNING OF AGREEMENT

- 22.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 23 - SALES AND USE TAXES

- 23.01 Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. Contractor is responsible for obtaining exemption certificate(s) from The OWNER, on eligible items, as provided by law, or for applying for reimbursement for such taxes paid. Sales and Use taxes shall not be included in the Bid. For more information on this exemption and items that are non-exempt, please check the State of Iowa's website: www.state.ia.us/tax/business/Contr-ExEnt-Index.html

ARTICLE 24 – RETAINAGE

- 24.01 Provisions concerning CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION 00200

**FIRM FIXED PRICE BID
ELLIS HARBOR ELECTRICAL PROJECT
CONTRACT NO. PUR0318-142; 332013-01
CITY OF CEDAR RAPIDS**

The following firm fixed prices shall be for furnishing and installing the various items of material and Work as specified and shown on the Drawings. Bidder agrees to perform all Work as shown on the Drawings and described in the Specifications for the following listed prices.

All numbers shall be in ink.

Legal Name of Bidder: _____

Address of Bidder: _____

BID ITEM NO.	DESCRIPTION	FIRM FIXED PRICE
1.	Furnish 27 electric meters packs, plugs, connectors, wiring, conduit, and all other necessary equipment as per plans and specifications	\$
2.	Install 27 electric meters, plugs, connectors, wiring, conduit, and all other necessary equipment as per plans and specifications	\$
TOTAL PRICE		
		\$
(Words)		(Numbers)

**00300
BID**

PROJECT NAME: ELLIS HARBOR ELECTRICAL

CONTRACTOR: _____

CONTRACT NO: PUR0318-142; 332013-01

THIS BID IS SUBMITTED TO: City of Cedar Rapids
City Clerk, First Floor, 101 First Street SE
Cedar Rapids, IA 52401

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Notice of Hearing and Letting, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the OWNER's Notice of Award.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.
- Addendum No. Addendum Date
- B. Bidder has visited and examined the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and Drawings of a

- Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and Drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - K. Bidder has received and is familiar with:
 - (i) Cedar Rapids Metropolitan Area Standard Specifications for Public Improvements (current version).
 - (ii) Cedar Rapids Metropolitan Area Standard Details for Public Improvements (current version).
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of Calendar or Working Days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 6.01 Bid Documents shall be enclosed in two envelopes, an INNER envelope and an OUTER envelope, as outlined in Section 00200. This Bid form shall be included in the INNER envelope.

6.02 The following documents are submitted in an OUTER envelope and made a condition of this Bid:

- A. Bid Bond (Document 00430)
- B. INNER envelope

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

8.01 Bidder will complete the Work in accordance with the Contract Documents for the prices as shown on the attached schedule of Bid Prices.

Unit Prices have been computed in accordance with paragraph 11.01.A of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

8.02 Abbreviations

The following abbreviations may be used in this Bid:

ACC	- Asphaltic Cement Concrete	LBS	- Pounds
CIP	- Complete in Place	LF	- Linear Foot
COMP	- Complete	LS	- Lump Sum
CY	- Cubic Yard	LT	- Left
DI	- Ductile Iron	MAT	- Material
DIA	- Diameter	MH	- Manhole
EA	- Each	PCC	- Portland Cement Concrete
ELEC	- Electrical	RCB	- Reinforced Concrete Box
EST	- Estimate(d)	RCP	- Reinforced Concrete Pipe
EXCL	- Excluding	RT	- Right
FIXT	- Fixture	SF	- Square Foot
FT	- Feet	STA	- Station
GAL	- Gallon	SY	- Square Yard
HERCP	- Horizontal Elliptical RCP	TN	- Ton
HRS	- Hours	VLF	- Vertical Linear Foot
IN	- Inch	W/	- With
INCL	- Including	W/O	- Without

SUBMITTED on _____.

Iowa Department of Labor Registration No./CONTRACTOR License No. _____.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Incorporation: _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ATTACHMENT I
EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICY STATEMENT

1. This is to affirm that _____ (hereinafter referred to as the CONTRACTOR)
(CONTRACTOR'S NAME)
has a policy of Non-Discrimination and providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, and specifically Iowa Statutes.
2. The CONTRACTOR, will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, age, marital status, status with regard to public assistance, sexual orientation, handicap, or status as a disabled veteran or a veteran of the Vietnam era, except where age and sex are essential bona fide occupational requirements, or where handicap is a bona fide occupational disqualification.
3. The CONTRACTOR will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff disciplinary action, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR, further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity.
4. The CONTRACTOR will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this employer engages in.
5. The CONTRACTOR will commit the necessary time and resources, both financial and human to achieve the goals of Equal Employment Opportunity and Affirmative Action.
6. The CONTRACTOR fully supports incorporation of nondiscrimination and Affirmative action rules and regulations into contracts.
7. The CONTRACTOR, or his collective bargaining representative, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representatives of the CONTRACTORS' commitments under this selection.
8. The CONTRACTOR will evaluate the performances of its management and supervisory personnel on the basis of their involvement in achieving the Affirmative Action objectives as well as other established criteria. Any employee of this organization, or subcontractor to this employer, or to who does not comply with the Equal Employment Opportunity policies and procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State, and Local governing bodies or agencies thereof, specifically Iowa statutes, will be subject to appropriate legal sanctions.

9. The CONTRACTOR has appointed the following individual to manage the Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action program, as required by Federal, State, and Local agencies. An official for the CONTRACTOR will receive and review reports of the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact the following:

Company Name

Contact Individual

Address

City, State, Zip Code

Phone Number

10. The CONTRACTOR, will include, or incorporate by reference, the provisions of this Equal Employment Opportunity/Nondiscrimination policy in every Contract, subcontract or purchase order unless exempt by the rules, regulations or orders of the OWNER's Affirmative Action Program and will provide in every subcontract, or purchase order that said provision will be binding upon each Subcontractor and Supplier of Goods.

Signature of appropriate official

Date

Title

Representing

**ATTACHMENT II
NON-COLLUSION AFFIDAVIT**

CITY OF CEDAR RAPIDS, IOWA

Each CONTRACTOR submitting a Bid on this Project shall complete the Non-Collusion Affidavit and submit it with the proposal.

STATE OF _____

COUNTY OF _____

I, _____, representing _____, upon oath depose and state that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure this Contract nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose and state that there is no Contract, Agreement or arrangement, either oral or written, express or implied, contemplating any division of compensation for services rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except if shown by the Contract another CONTRACTOR jointly serving with (me/us) in the same capacity.

I further depose and state that neither (I/we) nor anyone in (my/our) employment has either directly or indirectly entered into any Agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Subscribed and sworn before me this _____ day of _____, _____.

ATTACHMENT XIII
AFFIDAVIT OF DRUG FREE WORKPLACE COMPLIANCE

We, the undersigned Bidder, understand that the City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. Therefore, all contractor and subcontractors shall be responsible for pre-employment drug screening of prospective employees.

We, the undersigned Bidder, state that our firm has in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 "Private sector drug free workplaces" and "A Guide to Workplace Testing in Iowa", latest update. Random testing is and shall be conducted in conformance with Iowa Code Section 730.5 – 8.a. Post-accident testing shall be conducted in conformance with Iowa Code Section 730.5 – 8.a.

We further state that our company drug testing program, and that of our subcontractors, does or shall meet the requirements of the above-referenced Iowa Code Section if we are awarded the contract for the work. This affidavit will be included in the Contract by reference.

I hereby certify that the above information is true and correct and that the City may rely on the information provided.

THIS STATEMENT MUST BE NOTARIZED.

NAME OF BIDDER: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn to before me on this _____ day of _____ 20____.

Notary Public in and for the State of _____

**ATTACHMENT XV
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" to 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 sheets(s) if needed

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State: _____
- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- 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.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidders Status form. If at least one of the following describe 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 cancelled.
- ☐ 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.

**00430
BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BID

BID DUE DATE: August 1, 2018

PROJECT (Brief Description Including Location):

This project generally consists of replacement of existing meter centers with new meter centers and improvements to the existing system as to restore proper operation. Improvements to the system will enable the removal and off-site storage of meter centers in the event of a flood in Ellis Harbor, Cedar Rapids, Iowa.

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state of Iowa.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**00500
AGREEMENT
ELLIS HARBOR ELECTRICAL
CONTRACT NO. PUR0318-142; 332013-01
THE CITY OF CEDAR RAPIDS**

THIS AGREEMENT is by and between the City of Cedar Rapids, Iowa (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

- 1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally referred to as follows:

ELLIS HARBOR ELECTRICAL

ARTICLE 2 - WORK

- 2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work generally consists of replacements of existing meter centers with new meter centers and improvements to the existing system as to restore proper operation. Improvements to the system will enable the removal and off-site storage of meter centers in the event of a flood, in such a way that is as easy as possible to disconnect and then re-connect to the main power system and services, in Ellis Harbor, Cedar Rapids. The City Engineer's opinion of probable construction cost for the Work is \$347,700.00.

ARTICLE 3 - ENGINEER

- 3.01 The Project will be administered jointly by the Cedar Rapids Utilities Department and the Cedar Rapids Public Works Department who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The anticipated award date is August 14, 2018.

4.02 *Dates for Completion and Final Payment*

- A. The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before December 15, 2018.

4.03 *Dates for Milestones*

NONE

4.04 *Liquidated Damages*

NONE

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work, times the estimated quantity of that item as indicated in Exhibit 00500-A.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Quantity cutoff is the 4th Friday of the each month. The CONTRACTOR shall submit pay application and, if applicable, change order documents within 14 calendar days of 4th Friday of month in accordance with Article 14 of the General Conditions or as per CONTRACTOR generated processing schedule. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of Work completed on the basis of CONTRACTOR generated quantities on or within 14 calendar days of OWNER stated due date for all appropriate documents (or within 21 calendar days of receipt if documents are received subsequent to OWNER stated due date) during performance of the Work as provided in paragraphs 6.02A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Project Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage). If the Work has been 95% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and, OWNER, on recommendation of, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Final Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

- b. 100% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. OWNER shall pay retainage to CONTRACTOR in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – NOT USED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, if any, (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and Drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. CONTRACTOR acknowledges that such reports and Drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and Drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. CONTRACTOR is competent and has sufficient equipment, personnel and financial resources to perform Work in accordance with the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following items (either bound herein or separately) as marked with an "X".

Included

1. This Agreement
 - ☒ a. Pages 1 to [], inclusive;
 - ☐ b. Exhibit 500-A, Unit Price Work (pages 1 to [], inclusive);
 - ☐ c. Exhibit 500-B, Supplemental Unit Price Work (pages 1 to [], inclusive);
- ☒ 2. Notice of Hearing and Letting.
- ☒ 3. Performance Bond (pages 1 to 4 inclusive);
- ☒ 4. Payment Bond (pages 1 to 3 inclusive);
5. Other Bonds (pages [] to [], inclusive), (name of bond);
 - ☐ a. [] (pages [] to [], inclusive);
 - ☐ b. [] (pages [] to [], inclusive);
 - ☐ c. [] (pages [] to [], inclusive);
6. Bid Form Attachments
 - ☒ a. Attachment I – Equal Employment Opportunity/Non-Discrimination Policy Statement
 - ☒ b. Attachment II – Non-Collusion Affidavit
 - ☐ c. Attachment III – Disadvantaged Business Enterprise (DBE) Certification for Non-Rolling Stock Materials or Services
 - ☐ d. Attachment IV – Disadvantaged Business Enterprise (DBE) List
 - ☐ e. Attachment V – Debarment and Suspension Certification
 - ☐ f. Attachment VI – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
 - ☐ g. Attachment VII – Part 661 – Buy America Requirements – Surface Transportation Assistance Act of 1982, As Amended
 - ☐ h. Attachment VIII – Certification of Restrictions on Lobbying
 - ☐ i. Attachment IX – Certification of Nonsegregated Facilities
 - ☐ j. Attachment X – Targeted Small Business (TSB) Pre-Bid Contact Information
 - ☐ k. Attachment XI – Licensed Plumber or Pipe Layer Certification
 - ☐ l. Attachment XII – Local Business Certificate
 - ☒ m. Attachment XIII - Affidavit of Drug Free Workplace Compliance
 - ☐ n. Attachment XIV – Schedule of Unit Prices for Traffic Signal Installation
 - ☒ o. Attachment XV – Bidder Status Form
- ☒ 7. Cedar Rapids Metropolitan Area Standard Documents;
 - a. Cedar Rapids Metropolitan Area Standard Specifications for Public Improvements (current version).
 - b. Cedar Rapids Metropolitan Area Standard Details for Public Improvements (current version).
- ☒ 8. Supplementary Conditions, Section 00800, (pages 1 to [], inclusive);
- ☒ 9. Special Provisions and Specifications as listed in the table of

- contents of the Project Manual;
- ☐ 10. Drawings consisting of a cover sheet and sheets numbered [] through [], inclusive, with each sheet bearing the following general title:
 - ☐ 11. Addenda (numbers [] to [], inclusive);
 - ☐ 12. Exhibits to this Agreement (enumerated as follows):
 - ☐ a. Notice to Proceed (pages [] to [], inclusive);
 - ☐ b. CONTRACTOR's Bid Exhibit 00300A (pages [] to [], inclusive);
 - ☐ c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages [] to [], inclusive);
 - ☒ d. Insurance Certificates;
 - ☐ e. [FIELD FOR "OTHER EXHIBITS"];
 - ☐ 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - ☐ a. Written Amendments;
 - ☐ b. Work Change Directives;
 - ☒ c. Change Order(s).

- B. The documents listed in paragraph 9.01.A are incorporated by reference (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9. Any attachments within an appendix not listed in Article 9, are not part of the Contract Documents. The CONTRACTOR has limited reliance on these appendices, in accordance with the General Conditions.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and

legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions – NOT USED*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on the date the Award is approved by the City Council as acting on behalf of the OWNER.

OWNER: CITY OF CEDAR RAPIDS, IA CONTRACTOR: _____

By: Jeffrey A. Pomeranz By: _____
City Manager (Title)

Date: _____ Date: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____ City Clerk Attest _____

Address for giving notices:

City of Cedar Rapids
City Clerk
101 First Street SE
Cedar Rapids, IA 52401

Address for giving notices:

License No. _____
License No. _____
(Where applicable)

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Agent for service of process:

Designated Representative:

Name: Brent Schlotfeldt
Title: Facilities Maintenance Manager
Address: City Services Center
500 15th Avenue SW
Cedar Rapids, IA 52404
Phone: 319-286-5809

Designated Representative:

Name: _____
Title: _____
Address: _____

Phone: _____

INSTRUCTIONS FOR EXECUTING CONTRACT

If the Agreement is to be signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. **In lieu of the foregoing certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.**

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures of the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR herein above; that _____, who signed the foregoing Agreement on behalf of CONTRACTOR was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

END OF SECTION 00500

00610
Performance Bond

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
OWNER (Name and Address): City of Cedar Rapids City Clerk, 101 First Street SE Cedar Rapids, IA 52401	
CONTRACT Date: Amount: Description (Name and Location): Ellis Harbor Electrical Distribution, PUR0318-142; 332013-01 This project generally consists of replacements of existing meter centers with new meter centers and improvements to the existing system as to restore proper operation. Improvements to the system will enable the removal and off-site storage of meter centers in the event of a flood, in such a way that is as easy as possible to disconnect and then re-connect to the main power system and services, in Ellis Harbor, Cedar Rapids.	
BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:	

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00610, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY
Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY
Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____ Date _____

Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs. Executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another CONTRACTOR selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the OWNER for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR and with reasonable promptness under the circumstances;
 - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1. 4.2. or 4.3 above, then the responsibilities of the Surety

to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to THE Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceedings legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the state of Iowa and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR UNDER THE Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**00620
PAYMENT BOND**

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
OWNER (Name and Address): City of Cedar Rapids City Clerk, 101 First Street SE Cedar Rapids, IA 52401	
CONTRACT Date: Amount: Description (Name and Location): Ellis Harbor Electrical Distribution, PUR0318-142; 332013-01 This project generally consists of replacements of existing meter centers with new meter centers and improvements to the existing system as to restore proper operation. Improvements to the system will enable the removal and off-site storage of meter centers in the event of a flood, in such a way that is as easy as possible to disconnect and then re-connect to the main power system and services, in Ellis Harbor, Cedar Rapids.	
BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:	

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00620, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY
Company: _____ (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY
Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____ Date _____

Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, Liens or suits and tendered defense of such claims, demands, Liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct Contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and, with substantial accuracy, the amount of the Claim.
 - 4.2. Claimants who do not have a direct Contract with the CONTRACTOR:
 - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the Claim stating, with substantial accuracy, the amount of the Claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the Claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER. Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment

of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. **DEFINITIONS**
 - 15.1. Claimant: An individual or entity having a direct Contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

00800
SUPPLEMENTARY CONDITIONS

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00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Section 00700 General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

The City of Cedar Rapids, Iowa, is a sub-recipient of the State of Iowa, under the Public Assistance Program for the Ellis Harbor Electrical Distribution Project, RFB #PUR0318-142; 332013-01, CFDA # 97.036.

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules"). Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with all applicable federal laws, regulations and executive orders.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326. See additional provisions in this project manual.

SC-1.18 Drawings

The following Drawings are part of the Contract Documents Incorporated by Reference (bound separately):

Title: City of Cedar Rapids Ellis Harbor Electrical Distribution

Prepared By: Innovative Engineers, Inc.

Date: July 8, 2018

Drawing list:

E00	Electrical Power Plan – Symbols
E01	Electrical Power Plan – Demolition
E02	Electrical Power Plan – New Work
E03	Electrical Power Plan – Details 3A, 3B
E04	Electrical Power Plan – Details 4A, 4B
E05	Electrical Power Plan – Details 5A, 5B
G00	Cover Sheet and Drawing Index

SC-1.21 **ENGINEER's and OWNER's Consultants**

Insert the following after the definition of "Engineer's and Owner's Consultants" in the General Conditions Paragraph 1.01:

Wherever ENGINEER's Consultants are referred to in the Contract Documents, the phrase shall be interpreted to mean ENGINEER's and OWNER's Consultants.

The following are ENGINEER's Consultants on the Project:

The following are OWNER's Consultants on the Project:

The following is OWNER's Consultant and is referred to as the Project Soils Engineer in the Contract Documents:

SC-2.08 **Vendor Registration**

- A. The CONTRACTOR shall have a Vendor Registration Certificate on file with the City of Cedar Rapids a minimum of ten days before the submission of the first Application for Payment.

SC-2.10 **Federal Funding Provisions**

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

The City of Cedar Rapids, Iowa, is a sub-recipient of the State of Iowa, under the Public Assistance Program for the Project, RFB # PUR0318-142, CFDA # 97.036.

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules"). Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with all applicable federal laws, regulations and executive orders.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326. See additional provisions, Attachment D.

SC-4.02 **Subsurface and Physical Conditions**

Add the following new paragraph(s) immediately after paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, OWNER, ENGINEER or ENGINEER's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the site:

1. Report dated _____, prepared by _____, entitled: _____. The "technical data" contained in such report upon which CONTRACTOR may rely is _____.

2. Report dated _____, prepared by _____, entitled: _____. The "technical data" contained in such report upon which CONTRACTOR may rely is _____.

- D. In the preparation of Drawings and Specifications, OWNER, ENGINEER or ENGINEER's Consultants relied upon the following Drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

1. Drawings dated _____, of _____, prepared by _____, entitled: _____, consisting of _____ sheets numbered _____ to _____, inclusive. All of the information in

such Drawings constitutes "technical data" on which CONTRACTOR may rely, except for _____ appearing on Drawing No. _____ and _____ appearing on Drawing No. _____.

- E. Copies of reports and Drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents may be examined at _____ (insert location) during regular business hours. These reports and Drawings are not part of the Contract Documents, but the "technical data" contained therein upon which CONTRACTOR may rely as identified and established above are incorporated therein by reference. CONTRACTOR is not entitled to rely upon other information and data utilized by OWNER, ENGINEER and ENGINEER's Consultants in the preparation of Drawings and Specifications.

SC-5.01A Performance, Payment, and Other Bonds

Delete the third sentence of paragraph 5.01.A and replace it with the following:

These Bonds shall remain in effect until four years after the Work is fully accepted by OWNER.

SC-5.01E Performance, Payment, and Other Bonds

Delete paragraph 5.01.E. and replace it with the following:

"Every Bond must name the OWNER, IOWA JOBS BOARD, and IOWA FINANCE AUTHORITY as obligee. The address for the IOWA JOBS BOARD and IOWA FINANCE AUTHORITY is 2015 Grand Avenue, Des Moines, IA 50319.

SC-5.02 Licensed Sureties and Insurers

Delete paragraph 5.02 and replace it with the following:

"All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from non-assessable insurance companies licensed to do business in the State of Iowa and rated "B+" or better by the A.M. Best currently and for the most recent three (3) years. The insurer must also have combined capital and unassigned surplus of at least one hundred million dollars (\$100,000,000). All policies shall be written on an occurrence basis and not on a claims-made form."

SC-5.03 Certificates of Insurance

Delete paragraph 5.03 A.1.

CONTRACTOR's Liability Insurance

Add the following new paragraph immediately after paragraph 5.04.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	\$	<u>Statutory</u>
b. Applicable Federal	\$	<u>Statutory</u>
c. Employer's Liability		
Bodily Injury by Accident:		
Each Accident	\$	500,000
Bodily Injury by Disease:		
Each Employee	\$	500,000
Policy Limit	\$	500,000

2. CONTRACTOR's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

a. General Aggregate	\$	2,000,000
b. Products – Completed Operations Aggregate	\$	2,000,000
c. Personal and Advertising Injury (Per Person/Organization)	\$	1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$	1,000,000
e. Fire Legal Liability Damage Limit (any One Fire)	\$	50,000
f. Medical Expense Limit (Any One Person)	\$	5,000
g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages.		
h. Railroad protective insurance		
i. Each Occurrence	\$	5,000,000
ii. Aggregate	\$	10,000,000
i. Umbrella Liability	\$	See paragraph SC-5.04.C.7.g.
j. Excess Umbrella Liability	\$	See paragraph SC-5.04.C.8

3. Policy shall include as a minimum the following coverages:

- a. Broad Form Property Damage Coverage.
- b. An elimination of the exclusions with respect to property under the care, custody or control of CONTRACTOR. In lieu of elimination of the exclusion, CONTRACTOR may provide Builder's Risk or Installation Floater coverage for property under the care, custody, or control of CONTRACTOR.
- c. Contractual Liability Coverage.
- d. Independent CONTRACTOR Coverage.

4. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each Person \$ 1,000,000
 - Each Accident \$ 1,000,000
- b. Property Damage:
 - Each Accident \$ 1,000,000
- c. Combined Single Limit of \$ 1,000,000
- d. Policy shall include contractual liability coverage and coverage on all owned, non-owned and hired vehicles.

5. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each Accident \$ 1,000,000
 - Annual Aggregate \$ 2,000,000
- b. Property Damage:
 - Each Accident \$ 1,000,000
 - Annual Aggregate \$ 2,000,000

6. Additional insurances required:

- a. Umbrella – see Section 7.g.
- b. Rider covering traffic control operations.
 - i. Any providers of signs, barricades, lights, or other traffic control devices must show evidence of insurance.
- c. Pollution Liability Insurance
None

7. Additional insureds coverage:

- a. Insurance certificates shall specifically indicate by name the additional insureds which are to include OWNER and ENGINEER as well as other persons or entities so identified:
 - 1) "The City of Cedar Rapids, Iowa, its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents shall be named as additional insureds" on the Contractor's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.
 - 2) No Others

Policy shall also include ENGINEER's and OWNER's Consultants as identified in paragraph SC-1.21 of the Supplementary Conditions as additional insureds under the provisions of paragraph 5.04 of the General Conditions.

- b. Additional Insured Endorsement – CONTRACTOR shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds OWNER and ENGINEER and their employees, as well as other persons or entities so identified.

General Aggregate Limits specified above shall apply separately to this Project by attachment of **Additional Insured Endorsement, Governmental Immunities Endorsement, and Cancellation and Material Changes Endorsement**, text as given below.

**CITY OF CEDAR RAPIDS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether available coverage be primary, contributing or excess.

**CITY OF CEDAR RAPIDS, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(for use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF CEDAR RAPIDS, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to Utilities Department, attention: Engineering Manager, 1111 Shaver Road NE, Cedar Rapids, IA 52402. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

- c. CONTRACTOR shall, prior to the start of any Work on the Project by any Subcontractor, confirm and verify that CONTRACTOR has received a certificate of insurance from each Subcontractor specifically:
 - i. naming OWNER and ENGINEER as well as other persons and entities so identified as an additional insured, under each subcontractors' policy of insurance and;
 - ii. that each subcontractors' policy of insurance naming OWNER and ENGINEER as well as other persons and entities so identified as additional insured specifically includes the additional Insured Endorsement language as required by paragraph b.
 - d. CONTRACTOR shall, prior to the start of any Work on the Project by CONTRACTOR or by any Subcontractor, submit to OWNER:
 - i. a certificate of insurance for CONTRACTOR in compliance with the above paragraph b.
 - ii. a certificate of insurance for each Subcontractor in compliance with paragraph 7.c.i and 7.c.ii.
 - e. That failure of CONTRACTOR or Subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of Insurance, shall not be construed as waiver of those provisions by OWNER and ENGINEER as well as other persons and entities so identified.
 - f. As an alternative to complying with items b through e above, CONTRACTOR may furnish to OWNER an Owners' and Contractors' Protective (OCP) policy, with ENGINEER and its employees as named additional insured. OCP policy shall provide for bodily injury and property damage coverage equal to the sum of: the general aggregate limit for commercial general liability plus the amount specified for the umbrella coverage.
 - g. The stated limits of paragraphs 5.04.C.1 through 5.04.C.7 of the Supplementary Conditions can be obtained through individual policies or if CONTRACTOR desires to reduce underlying limits to minimums required by its insurance carrier, an umbrella policy must accordingly be provided to maintain overall total level of coverage. Any Umbrella insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.
8. Umbrella:
- a. An excess umbrella policy (pay on behalf form) with limits of \$1,000,000 for Employer's liability, CONTRACTOR's General Liability, (bodily injury, personal injury and property damage), Automobile Liability, Contractual Liability and Railroad Protective Insurance (if required) on a combined basis shall be provided. Any

Excess insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.

- b. Policy shall include OWNER, ENGINEER and any others required by paragraph 5.04 of the General Conditions as additional insureds.
- 9. The types of insurance and the limits of liability indicated are the minimum required. Neither OWNER nor ENGINEER warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. All Insurance shall be provided on an occurrence form basis. Insurance certificate(s) must clearly disclose on its face that coverage is on an occurrence basis and that it cannot be cancelled or materially altered without giving the OWNER written notice thirty days prior to cancellation or alteration.

SC-5.06A Property Insurance

Delete paragraph 5.06 A.1. and replace with the following:

"include the interests of Owner, the City of Cedar Rapids, Iowa, its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents, Iowa Jobs Board, Iowa Finance Authority, Contractor, Subcontractors, Engineer, Engineer's and Owner's Consultants, and any other individuals or entities identified in SC1.21 of the Supplementary Conditions (Section 00800), and officers, directors, partner, employees, agents, and other consultants and subcontractors of each and any of them each of whom is deemed to have an insurable interest and shall be listed as an additional insured."

Delete the word "water" from paragraph 5.06 A.2.

Add the words "earthquake and flood" to paragraph 5.06 A.2.

Replace the word "lighting" with the word "lightning".

SC-5.06B Property Insurance

Delete entire sentence and replace with the following:

"The Contractor shall be held responsible for the care of the materials and the Work."

SC-5.06D Property Insurance

Delete entire paragraph and replace with the following:

"Owner shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of the Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts. The risk of loss within deductible amounts will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within deductible amounts, each may purchase and maintain it at the purchaser's own expense."

SC-5.06E Property Insurance

Delete entire paragraph and replace with the following:

"The Contractor may self-insure builders risk coverage on infrastructure projects, but must purchase builders risk insurance on buildings and equipment being built or modified as part of this project. This insurance must be listed on the Contractor's certificate of insurance provided to the Owner. Examples of infrastructure assets include roads,

bridges, tunnels, drainage systems, water and sewer systems outside the water and sewage treatment plants, dams and lighting systems."

SC-5.06F Property Insurance

Add the following new paragraph 5.06F:

"The CONTRACTOR will make no charge for delays due to damage to the Work whether covered by insurance or not."

SC-5.06G Property Insurance

Add the following new paragraph 5.06G:

The OWNER, the City of Cedar Rapids, Iowa, its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents, IOWA JOBS BOARD, and IOWA FINANCE AUTHORITY shall be named as additional insureds and loss payees on the Builders Risk insurance policies. The address for the STATE OF IOWA, IOWA JOBS BOARD and IOWA FINANCE AUTHORITY is 2015 Grand Avenue, Des Moines, IA 50319.

SC-5.06H Boiler and Machinery Insurance

Add the following new paragraph 5.06H:

CONTRACTOR shall purchase and maintain property insurance or boiler and machinery insurance prior to the firing up or testing of any boilers, turbines, large air-conditioners, 100 KW or larger generators, 100 KVA or larger transformers, and 100 HP or larger motors or as required by Laws and Regulations which will include the interests of the OWNER, the City of Cedar Rapids, Iowa, its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents, IOWA JOBS BOARD, and IOWA FINANCE AUTHORITY, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER and OWNER'S Consultants, and any other individuals or entities identified in paragraph SC-1.21 of the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

SC-5.11 Deductible Provisions

Delete paragraph 5.11 and replace with the following:

"Contractor shall pay all insurance deductible amounts. The maximum deductible for Builders Risk insurance shall not exceed \$25,000 for damage due to earthquake or flood and shall not exceed \$5,000 for damage due to any other causes."

SC-6.02A Labor; Working Hours

Add the following new paragraphs to the end of paragraph 6.02.B. in the General Conditions:

AFFIRMATIVE ACTION PROGRAM COMPLIANCE: The CONTRACTOR must comply with the requirements of the Affirmative Action Program of the City of Cedar Rapids, Iowa.

The CONTRACTOR shall also comply with the following Bid item attachments:

1. Equal Employment Opportunity/Non-Discrimination Policy Statement
2. Non-Collusion Affidavit

If the CONTRACTOR, to whom the Contract is awarded, does not have a current approved Equal Employment Opportunity certificate on file with the City of Cedar Rapids (certificate valid for one year), the CONTRACTOR shall submit a written Affirmative Action Program to

the City of Cedar Rapids. This Affirmative Action plan shall be submitted a minimum of one month in advance of the CONTRACTOR's first Application for Payment submittal. The CONTRACTOR shall not submit the first Application for Payment until receiving approval from the Equal Employment Opportunity Officer. Delays in submitting an acceptable Affirmative Action Program will not be considered as reasons for extension of the Contract completion date. The model for an Affirmative Action Program is available at the Equal Employment Opportunity Officer's office.

The CONTRACTOR shall furnish all information and reports required by the Equal Employment Opportunity Officer pursuant to Affirmative Action requirements and shall permit access to all books, accounts, and those records relevant to investigation to show compliance with the City's Affirmative Action Program-Contract Compliance Provisions.

1. CONTRACTOR COMPLIANCE

- a. The Equal Employment Opportunity Officer will notify the CONTRACTOR and request equal opportunity reporting documents to be completed and as soon as practical.
- b. The Equal Employment Opportunity Officer will make a compliance determination on the above materials and if found to be acceptable, the Officer will send a letter of recommendation certifying the CONTRACTORs', vendor or Suppliers' eligibility to be awarded a Contract. Copies of the letter will be sent to the appropriate department, the City Clerk, the Mayor, the City Council and the CONTRACTOR.
- c. Unless granted an exemption, all contractors, subcontractors, vendors and suppliers will be subject to the reporting requirements stipulated in the City's Affirmative Action Program. The Equal Employment Opportunity Officer is responsible for the enforcement of these requirements.

2. Exceptions

- a. The Equal Employment Opportunity Officer will make every effort possible to obtain the required information within the time specified. Recommendations on the CONTRACTOR's, Subcontractor's, vendor's and supplier's compliance status will be followed under procedures outlined in 1. (c) above.
- b. When the Equal Employment Opportunity Officer has determined that the CONTRACTOR's EEO report is insufficient, the documents will be returned to the CONTRACTOR with recommendations to correct the deficiencies. The OWNER's Contract representative will be notified when the CONTRACTOR has been requested to submit additional support data. When the corrective action has been taken, the CONTRACTOR will be certified for eligibility to submit Applications for Payment.
- c. If the CONTRACTOR has not complied with the requirements for equal opportunity in a reasonable period of time, the Equal Employment Opportunity Officer will make recommendations to the Mayor and the City Council as authorized in Part 2, City's Affirmative Action Program-Contract Compliance Provisions.
- d. If an apparent low bidder has submitted an acceptable Affirmative Action Program for a prior contract and has a current approved Equal Employment Opportunity certificate on file with the City of Cedar Rapids (certificate valid for one year), the Equal Employment Opportunity Officer will exempt the low bidder from submitting a written Affirmative Action Plan under this Contract.

SC 6.02B Labor; Working Hours

Add the following new paragraphs after paragraph 6.02.C. in The General Conditions:

D. Disadvantaged Business Enterprises

The CONTRACTOR and subcontractors for this Contract are hereby notified that failure to carry out the requirements, as set forth below, shall constitute a breach of Contract which may result in the termination of the Contract or such other remedy as deemed appropriate by the OWNER.

1. The CONTRACTOR shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. Department of Transportation regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any Contract awarded under this solicitation.
2. The OWNER and CONTRACTOR agree to ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of Contracts and Subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete and perform Contracts. The OWNER and CONTRACTOR shall not discriminate on the basis of age, race, religion, creed, color, sex, national origin, ancestry, or disability in the award and performance of this Contract.

SC-6.03 Services, Material and Equipment

Add the following paragraph:

C. If the CONTRACTOR delivers a product or products under a Contract exceeding the Federal small purchase threshold (the simplified acquisition threshold established by 41 U.S.C. § 403 (11), currently \$100,000):

1. The CONTRACTOR agrees to deliver only a product or products that comply with the requirements of 49 U.S.C. §5323 (j) and FTA's Buy America regulations, 49 C.F.R. Part 661, unless the product or products are eligible for a waiver in accordance with those regulations.
2. Before signing the underlying Contract, the CONTRACTOR is required to have submitted the appropriate Buy America certification.
3. FTA does not specify the methods by which the CONTRACTOR complies with FTA's Buy America requirements and this does not require the CONTRACTOR to include or require the inclusion of federally mandated Buy American clauses in lower tier subcontract.

SC-6.08B Permits

Add the following paragraph:

B. Upon signature of contract, and prior to receiving a Notice to Proceed, the CONTRACTOR and all SUBCONTRACTORS shall have an officer of the respective company sign a certification statement for the "Storm Water Discharge Associated with Industrial Activity for Construction Activities" form, which generally states:

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm

water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am being a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit."

SC-6.08C Permits

Add the following paragraph:

- C. The CONTRACTOR shall obtain a parking lot permit from the City of Cedar Rapids Building Department. Fees shall be waived for this permit.

SC-6.09 Laws and Regulations

Add the following paragraph:

- D. The CONTRACTOR shall be required to comply with the wage and labor requirements, and to pay minimum wages in accordance with the schedule of rates established by the United States Department of Labor. The schedule of rates is available from the OWNER upon request at 1201 6th Street SW, Cedar Rapids, Iowa. Within thirty days after the award of this Contract, the CONTRACTOR/Subcontractor shall file a compliance report (Standard Form 100) if it has not submitted a completed compliance report within twelve months preceding the date of award. This report is required if the CONTRACTOR/Subcontractor meets all of the following conditions:
1. CONTRACTOR/Subcontractors are not exempt based on 41 CFR 60-1.5.
 2. Has fifty (50) or more employees.
 3. Is a prime CONTRACTOR or first tier subcontractor.
 4. There is a Contract, subcontract or purchase order amounting to \$50,000 or more.

SC-6.10 Taxes

Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. Contractor shall obtain sales tax exemption certificates from Iowa Department of Revenue. Contractor shall NOT include Sales and Use Tax in Contractor's bid. Contractor shall pay all other taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project that are applicable during the performance of the Work.

SC-6.17 Shop Drawings and Samples

Add to the end of paragraph 6.17.D:

4. Number of Submittals Required
 - a. Samples: One
 - b. Shop Drawings: Four
 - c. Certifications: One
 - d. Test Results: One

SC-6.20 Indemnification

Amend paragraph 6.20.A to read as follows:

- A. The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Contractor in the performance of the Contract.

SC-13.07 Correction Period

Amend the first line of paragraph 13.07.A to read as follows:

- B. "If within four years after the date of Final Acceptance by the OWNER or such longer period"

SC-14.07 Final Payment and Acceptance

Delete Paragraph 14.07.A3 in its entirety.

SC-18 - ROAD CLOSURE AND WORKING DAY INCENTIVE/DISINCENTIVE

SC-18.01A Completion Time and Allowable Closure Days

1. To run concurrently with all milestones, working days, allowable calendar days, and final completion dates, 0 days shall be allowed for critical closure activities on [LOCATION], during which time traffic shall be routed as shown on the Traffic Control Plans.
2. The project closure shall occur within the following dates:
Early Closure Date: September 21, 2018
Late Closure Date: September 21, 2018
3. Daily Incentive/Disincentive Daily Rate for road closure. The incentive/disincentive daily rate is the incentive or disincentive dollar amount per day specified below that will be applied to the contract for incentive payment or disincentive assessment. An incentive/disincentive daily rate of \$0 per calendar day will be applied to determine an incentive payment of up to a maximum of \$0 for use of less than the allowed number of closure days, and to determine a disincentive assessment for use of more than the allowed number of closure days. Incentive will be paid at time of final payment. Disincentive will be assessed at the time of monthly pay applications that cover any period during which allowable days were exceeded.
4. Closure Days will be charged beginning with any one of the following circumstances:
 - a. When a Specified Closure Date is used.
 - b. When a Late Closure Date is used and the CONTRACTOR has not started Work by the Late Closure Date.
 - c. When a Closure Date has been agreed to at the preconstruction conference for projects with an approximate starting date.
 - d. When the CONTRACTOR begins closure prior to the Late Closure Date.
 - e. On the Late Start Date, if no Closure Date is specified.

SC-18.01B Completion Time and Allowable Working Days

1. To run concurrently with all milestones, closure days, allowable calendar days and final completion dates, 106 calendar days shall be allowed for activities at Ellis Harbor, Cedar Rapids.
2. The project working days shall occur within the following days:
Early Start Date: Upon approval of contract documents
Late Start Date: September 1, 2018
3. Incentive/Disincentive Daily Rate for per 00500 completion. The incentive/disincentive daily rate is the incentive or disincentive dollar amount per day specified below that will be applied to the contract for incentive payment or disincentive assessment. An incentive/disincentive daily rate of \$0 per working day will be applied to determine an incentive payment of up to a maximum of \$0 for use of less than the allowed number of working days and to determine a disincentive assessment for use of more than the allowed number of working days. Incentive will be paid at time of final payment.

Disincentive will be assessed at the time of monthly pay applications that cover any period during which allowable days were exceeded.

SC-18.01C Specified Date Completion Incentive

An incentive of \$0 will be applied if completion of all Work has been completed before December 15, 2018. Incentive will be paid at time of final payment.

SC-18.02 Definitions

- A. Critical Closure Activity. Critical closure activities are those activities specified below where traffic movements are adversely affected causing undue delay and operating costs. Construction surveying; excavation; removal and installation of sewer; backfill; pavement removal, installation, and overlay, pavement markings, and other unspecified activities that restrict continuous two way traffic are defined to be critical closure activities. Utility locates, surface grading and restoration outside the roadway, mobilization, and demobilization, and other unspecified activities will not be considered critical closure activities provided that they do not restrict continuous two way flow of traffic.
- B. Closure Day. A closure day is a calendar day during the critical closure activity. A closure day will be counted for each calendar day or portion of a calendar day during the critical closure activity. During the critical closure activity, work shall be performed during regular working hours as defined in Article 6 of the General Conditions. The number of closure days given assumes some delay caused by weather.

SC-18.03 Consideration for Extra Work or Delays

- A. Closure day credits will not be given within the assigned critical closure activities. Additional closure days (working days) may be added when approved by the ENGINEER for extra work, overruns of contract items, or extraordinary circumstances. The basis for additional closure days (working days) as defined below is different than the basis for a change of contract time as defined in Article 12 of the General Conditions.
- B. Approved extra work or overruns of contract items that will delay the CONTRACTOR during critical closure activities must be documented and included in the critical path of the project on a revised schedule which is subject to the approval of the ENGINEER. An additional closure day (working day) may be added for each additional closure day (working day)

caused by the approved extra work or overruns of contract items as shown on the revised schedule and approved by the ENGINEER.

- C. Extraordinary circumstances that delay the CONTRACTOR during critical closure (working days) activities must be documented by the CONTRACTOR and a written request for additional closure days must be submitted to the ENGINEER within 10 calendar days of the beginning of the delay. Additional closure days (working days) for extraordinary circumstances will not be allowed for the first five consecutive closure days of each delay caused by an extraordinary circumstance. The ENGINEER will approve or deny all requests for additional closure days (working days) resulting from extraordinary circumstances. Extraordinary circumstances shall be limited to the following.
1. Adverse weather including rain, snow, wind, flood, extreme heat and the results thereof, such as inaccessibility or non-workability of materials, only if the CONTRACTOR is working or ready to work on the contract and the adverse weather conditions do not allow productive work on the critical path.
 2. Strikes not directed against the CONTRACTOR.
 3. Legal stoppages if they result from legal action against the OWNER or against the CONTRACTOR if not based on a specification violation.
 4. Procurement of material for the project is the sole responsibility of the CONTRACTOR. Late delivery will be considered an extraordinary circumstance only when the CONTRACTOR can show that orders were placed with a reliable supplier in sufficient time for materials to be delivered when needed and only when there is:
 - a. nationwide shortage; or
 - b. an Industry wide strike; or
 - c. transportation strike which delays the delivery of material; or
 - d. delays due to a change in material commitments when caused by a Federal emergency or order.
 5. A suspension order may be issued if the project area is declared a disaster area and the disaster causes conditions that do not allow productive work.

END OF SECTION 00800

**SECTION 16500
BASIC MATERIALS AND METHODS**

PART 1 - GENERAL

1.1 MATERIALS

- A. All materials shall be new, as specified or approved, and in original packaging.
- B. Contractor shall schedule delivery and provide for receipt, handling, storage and protection of material.
- C. Contractor shall replace any material which is damaged due to delivery, handling, storage or lack of protection.
- D. Catalog numbers specified shall be verified with vendors prior to ordering material.
- E. All materials shall be UL labeled unless special fabrication of material is required.
- F. Special fabricated material shall be fabricated using UL labeled components and procedures.
- G. Material provided shall be in accordance with local code requirements.
- H. Where the word "provide" is used, it shall require the contractor to furnish and install material complete to a workable system.

1.2 WORKMANSHIP

- A. Provide for all labor and materials necessary for complete installation of wiring system for lighting and power.
- B. All work shall be installed complete and left in operating condition.
- C. Provide minor items which are necessary to complete work and even though they are not specified, such items as bolts, nuts, washers, anchors, brackets, sleeves, etc.
- D. Installation of equipment shall conform to applicable published standards.

1.3 CODES AND FEES

- A. Work and materials shall be in full accordance with the latest adopted and enforced edition of the following codes:
 - 1. National Electrical Code
 - 2. State and Local Electrical Installation Codes and Ordinances
 - 3. State and Local Building Codes and Ordinances
 - 4. State and Local Fire Codes and Ordinances
- B. Provide all necessary permits and licenses. Procure certificates as required for work installed.
- C. Provide for inspections by regulating agencies.
- D. Submit final inspection certificate signed by the local Electrical Inspector to Owner's Representative completion.

1.4 TESTS

- A. All work shall be tested in accordance with industry accepted standards.
- B. Before testing, a thorough visual inspection shall be made to detect connection problems, damaged components, poor workmanship, inappropriate overcurrent protection, debris, etc.
- C. Testing apparatus shall be certified or demonstrated to be accurate within reasonable limits.

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- D. Competent personnel familiar with the test equipment shall perform all tests.
- E. If testing procedures employed are not satisfactory to the Owner, outside testing will be done at the Contractor's expense.
- F. Document the test results and provide the Owner's Representative with the following:
 - 1. Date of Test
 - 2. Test Type
 - 3. Test Instruments Used
 - 4. Readings
 - 5. Failures, If Any
 - 6. Corrective Measures Taken
- G. Tests Required (As Applicable)
 - 3. Systems - Factory representative's letter certifying proper operation of systems as per Contract Documents.
 - 4. Lighting Control - Same as "Systems" test.

1.5 WORK PROGRESS

- A. Contractor to provide tools, material, manpower and equipment, as required, to keep up with the scheduled progress of the project.
- B. Problems shall be brought to the attention of the Owner's Representative immediately.

1.6 PEOPLE PROTECTION

- A. Contractor shall be legally responsible for all means and methods used throughout construction.
- B. Contractor shall install guards and barriers at electrical equipment to limit the approach of unauthorized personnel.
- C. No work shall be done on energized equipment.
- D. Contractor shall provide protective padding for any equipment mounted less than +6'-0" in walking areas.

1.7 SLEEVES, OPENINGS, CUTTING, PATCHING AND DRILLING

- A. Contractor is responsible for all openings, cutting, patching and drilling.
- B. Sleeve openings shall be with rigid pipe and set 1" minimum above finish floor.
- C. Penetrations through existing structural floors and walls shall be made with core drill.
- D. Exact locations of penetrations shall be verified with structural engineer such that structural integrity is maintained.
- E. Cutting and patching in finished spaces shall be such that the surface is restored to original condition.

1.7 FIRE STOPPING

- A. Seal all penetrations and sleeves through fire rated walls and floors with Chase Technology CTC PR-855 fire stop, 3M Brand Fire Barrier Penetration System, or Nelson Flameseal System.

1.8 MOUNTING HEIGHT OF DEVICES

- A. Unless otherwise shown or noted, position devices in structural course work such that a minimum of course work is cut.

1.9 HANGERS AND SUPPORTS

- A. Provide all hangers and supports such that they are suitable in strength and anchorage for load imposed.
- B. Anchorage shall be by cast-in-place concrete type equal to UNISTRUT where possible.
 - 1. Expanding type masonry anchors are acceptable when cast-in-place cannot be used.
 - 2. Other anchor methods must be approved by Owner's Representative.
- C. Conduit banks shall be supported as follows:
 - 1. Structural channel as appropriate for load equal to UNISTRUT.
 - 2. 3/8" minimum rod support.
 - 3. 1" conduit and smaller - supports shall occur 7'-0" on center.
 - 4. Conduit over 1" - supports shall occur 10'-0" on center.
 - 5. All conduit to be strapped to channel.
- D. In all areas where supports and hangers are subjected to vibration, spring type lock washers shall be used.
- E. Individual conduit runs shall be supported by steel fasteners, such as caddy clips, suspended ring hangers or as application dictates.
- F. Twisted bailing wire will not be acceptable.
- G. Support for panelboards, terminal cabinets, transformers and other similar equipment shall be made by providing adequate interior wall studs or exterior structural channel equal to UNISTRUT.

1.10 IDENTIFICATION OF ELECTRICAL ITEMS

- A. Contractor to identify all electrical equipment with stenciled 1/4" white letters on black mica plates as follows:
 - 1. Main service equipment
 - 2. Panelboards (in finished areas, plate shall be behind door).
 - 3. Disconnects, power distribution pull boxes, terminal cabinets, systems control cabinets, motor switches and starters.
 - 4. Any equipment which falls under the general intent of this section.
- B. In finished spaces, where specified, lighting switches, receptacles, motor controls, etc. shall be identified by their plates being engraved with 1/8" letters and filled with black paint.
- C. All conduit shall be color coded by colored bands 2" wide applied at panel and junction box locations within each room and 50' on centers within an area.
 - 1. Color Banding as follows:
 - a. 120/208 Volt - Gray
 - b. Fire Alarm - Red
 - c. Telephone - Blue
 - d. Sound - Yellow
 - e. Security - Green
 - f. Other colors as need dictates
- D. All low voltage cables shall be bundled and labeled as to their function.

- E. Provide typed electrical, communication and special system cabinet directories on the inside covers.

1.11 BRANCH CIRCUIT NUMBERS

- A. Branch circuitry shall match circuit numbers as shown on the drawings and as scheduled. Any required deviation shall be indicated on the as-built drawings.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

A. Laying Out work:

1. Carefully lay out all work in advance of installation using data and measurements from the site, the appropriate architectural and structural drawings, and shop drawings. Confirm code required clearances. Do not infringe upon space required for operation, maintenance, or clearance for items installed by other contractors.
2. Prior to installation of any work, make certain the location does not conflict with other items in or near the same location. If the layouts so prepared indicate that the required conditions cannot be met in the space provided, inform the Architect/Engineer prior to installation and request clarification.
3. Failure to properly coordinate and lay out work will require correction by the Contractor at the Contractor's expense.

- B. Data and Measurements: Data given herein and on the drawings is as accurate as could be secured; absolute accuracy is not guaranteed. Obtain exact locations, measurements, levels, etc., at the site and adapt work to actual conditions. Examine the general construction, mechanical, electrical, and other applicable drawings and the specifications. Plans and specifications are available for examination at the office of the Architect/Engineer. Utilize only architectural drawings, structural drawings, and site measurements in calculations. Mechanical and electrical drawings are diagrammatic or schematic.

3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.
- B. Dry Locations: Steel materials.
- C. Selection of Supports: Comply with manufacturer's written instructions.
- D. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four.

3.3 SUPPORT INSTALLATION

- A. Install support devices to securely and permanently fasten and support electrical components.
- B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

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- C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- D. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
- E. Install 1/4-inch- diameter or larger threaded steel hanger rods, unless otherwise indicated.
- F. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.
- G. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
- H. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.
- I. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.
- J. Mount electrical equipment located on exterior walls or other damp locations on U-channel system components.
- K. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves during erection of concrete and masonry walls. Extend sleeves 1 inch above floor in mechanical spaces and unfinished spaces. Seal sleeves through exterior walls with watertight caulking after installation of conduit. Space sleeves a minimum of three sleeve diameters on center.
- L. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
 - 1. Wood: Fasten with bolt connections.
 - 2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
 - 3. New Concrete: Concrete inserts with machine screws and bolts.
 - 4. Existing Concrete: Expansion bolts.
 - 5. Steel: Welded threaded studs or spring-tension clamps on steel.
 - a. Field Welding: Comply with AWS D1.1.
 - 6. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
 - 7. Light Steel: Sheet-metal screws.
 - 8. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.5 EQUIPMENT CONNECTION

A. General:

- 3. Verify all control wiring requirements with manufacturer certified shop drawings for each piece of equipment or control system and install accordingly. Install control wiring in conduit.

3.9 WORK IN EXISTING BUILDINGS

- A. General: Execute work in the existing building, indicated on the drawings or specified herein, with a minimum amount of interference with the normal activities of the occupants of the building. Schedule work in advance with the Owner and proceed only with the Owner's written approval.
- B. Utilities: Do not interrupt utilities without the Owner's prior written approval regarding the time and duration of such interruptions. Do not disconnect utilities to existing facilities until new or temporary facilities are installed except for short periods of interruption which are necessary for the performance of the new work and which are approved by the Owner.
- E. Noisy Operations: Schedule noisy operations, such as those involving use of air hammers, etc., in demolition or cutting of openings, with the Owner.
- F. Occupancy: The Owner will continue to occupy the building and carry on normal activity. Protect the occupied areas from dust, smoke, etc., by a method reviewed by the Architect/Engineer.
- G. Owner's Right to Direct Work: The Owner shall have the right to direct the places of beginning work, its prosecution, and the manner in which all work under this contract is to be conducted, insofar as may be necessary to secure the safe and proper progress and quality of the work.
- H. Existing Conduits or Electrical Equipment: Remove or relocate, as required, or as directed by the Architect/Engineer, existing conduit or electrical equipment which would interfere with the proper installation of new work. Modify existing work in conformance with these specifications. Use the same materials as for new work unless otherwise specified.

3.10 DEMOLITION AND REMODEL

- A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- C. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.
- D. Remove demolished material from Project site.
- E. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.
- F. Remove all existing lights, receptacles, switches, etc., indicated on plans or which are not indicated but must be removed to accommodate demolition or new remodeling.
- G. Where existing walls are indicated to be removed, disconnect power to electrical devices and associated appurtenances relating to the walls. Maintain circuit continuity up and down stream from removed outlets. Extend circuiting to up and downstream devices and reconnect as required. Where existing site lighting fixtures are removed, verify the routing of existing circuits. Maintain circuit continuity between existing fixtures which remain.
- H. In areas which are remodeled, replace existing wire with new wire. No existing wire is permitted to remain unless noted. Existing concealed conduit and boxes may be reused.

SECTION 16050
BASIC MATERIALS AND
METHODS

I. Verify existing conditions infield prior to bid date.

3.11 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.12 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
 - 1. Raceways.
 - 2. Building wire and connectors.
 - 3. Supporting devices for electrical components.
 - 4. Concrete bases.
 - 5. Electrical demolition.
 - 6. Cutting and patching for electrical construction.
 - 7. Touchup painting.

3.13 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, AND finishes are without damage or deterioration at time of Substantial Completion.

END OF SECTION

FEDERAL REGULATIONS (FEMA)

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

- (1) **Remedies.** Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold) **Reference Sections titled *Termination, City's Right to Withhold, Disputes, and Warranties.***
- (2) **Termination for Cause and Convenience.** Termination for cause and for convenience by the recipient or sub-recipient including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) **Reference Section titled *Termination.***
- (3) **Not to Exceed – Contract Amendments.** The Contractor shall not exceed the maximum fees, as noted in the Section titled *Compensation*, without a prior written request to the City of Cedar Rapids, Iowa and authorization by written amendment to the Contract, including a change to the Scope of Work. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project. **Reference Section titled *Contract Amendments***
- (4) **Retention of all required records.** Records shall be retained for three years after recipients or sub-recipients make final payments and all other pending matters are closed. **The City's requirement is 5 years; reference Section titled *Treatment of Documents.***
- (5) **Access to Records.**
 - a) The Contractor agrees to provide the City of Cedar Rapids, Iowa, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (6) **Equal Employment Opportunity.** Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and supplemented, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended and supplemented, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended and supplemented, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended and supplemented, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

(7) **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.**

- a) **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c) In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.
- d) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f) In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. However, for purposes of grant programs where both clauses do apply, FEMA requires the following:
- i. Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145 and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and other such clauses as the FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and Subcontractor as provided in 29 CFR § 512.

- (8) Compliance with the Contract Work Hours and Safety Standards Act. Applicable for all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5.

- a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. The City of Cedar Rapids, Iowa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

- (9) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more must file the required certification.

- (10) Procurement of Recovered Materials.

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or

- At a reasonable price.
 - b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (11) **Compliance with the Clean Air Act.** Applicable for contracts of amounts in excess of \$150,000.
- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b) The Contractor agrees to report each violation to the City of Cedar Rapids, Iowa and understands and agrees that the City of Cedar Rapids, Iowa will, in turn, report each violation as required to assure notification to the State of Iowa, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- (12) **Compliance with the Federal Water Pollution Control Act.** Applicable for contracts of amounts in excess of \$150,000.
- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b) The Contractor agrees to report each violation to the City of Cedar Rapids, Iowa and understands and agrees that the City of Cedar Rapids, Iowa will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- (13) **Suspension and Debarment.** Applicable to all FEMA grant and cooperative agreement programs.
- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c) This certification is a material representation of fact relied upon by the City of Cedar Rapids, Iowa. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Iowa and the City of Cedar Rapids, Iowa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (14) **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor or any other party pertaining to any matter resulting from the contract.
- (15) **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 USC Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.
- (16) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- (17) Notice of awarding agency requirements and regulations pertaining to reporting.
- (18) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

- (19) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (20) **Bonding Requirements.** Applicable for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (\$150,000), the awarding agency may accept the bonding policy and requirements of the recipient (State of Iowa) or sub-recipient (City of Cedar Rapids) provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
- a) A bid guarantee from each Contractor equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Contractor will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified. **(In compliance with State Law, the City of Cedar Rapids will require a ten percent (10%) bid bond for construction or facility improvement contracts exceeding \$135,000.)**
 - b) A performance bond on the part of the Contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract. **(In compliance with State Law, the City of Cedar Rapids will require a performance bond for construction or facility improvement contracts exceeding \$25,000.)**
 - c) A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. **(In compliance with State Law the City of Cedar Rapids will require a payment bond for construction or facility improvement contracts exceeding \$25,000.)**