

SPECIAL CONDITIONS

CONTRACT COMPLIANCE PROGRAM

ARTICLE 1 - LIQUIDATED DAMAGES

Refer to Section 01 2300 - Alternates, for description of alternates affecting this Contract provision.

Since the actual monetary value of damages sustained by the Owner as a result of delayed completion of the Work is extremely difficult or impractical to assess, the Owner and Contractor agree as follows:

Upon failure of the Contractor to achieve "Substantial Completion" of the Work in compliance with requirements of the Contract Documents:

The Contractor shall pay as liquidated damages, and not as a penalty, the sum of \$1,500 per day for each calendar day that "Substantial Completion" is delayed beyond the date written in the Agreement, subject to adjustments of the Contract Time as provided for in the Contract Documents.

Upon failure of the Contractor to achieve "Final Completion" of the Work in compliance with requirements of the Contract Documents:

The Contractor shall pay as liquidated damages, and not as a penalty, the sum of \$100 per day for each calendar day that "Final Completion" is delayed beyond 60 days from the original contractual date of Substantial Completion.

Not more than \$50,000 in total liquidated damages shall be assessed pursuant to this Contract.

The Owner shall give written notice to the Contractor of intent to assess liquidated damages pursuant to provisions of this Article. Calculation of the amount of liquidated damages shall commence on the date the Owner notifies the Contractor of this intent.

Liquidated damages assessed in accordance with these provisions are exclusive of other monetary damages to which the Owner may be entitled as a direct result of the Contractor's failure to achieve final completion of the Work in accordance with requirements of the Contract Documents. These liquidated damages are not intended to be exclusive of Owner's right to terminate this Contract based on Contractor's failure to comply with the terms and provisions of the Contract.

Partial performance of the Work of this Contract shall not relieve the Contractor from liability for liquidated damages.

No liquidated damages shall accrue when Owner's failure to respond to Contractor in a timely manner effects Contractor's progress in performance of the Work of this Contract, or when Contractor's performance is otherwise delayed or made impossible by Owner's actions or Owner's failure or inability to act.

Contractor's liability for liquidated damages shall cease upon Owner's written acceptance of the completed Work of the Contract.

Notwithstanding anything in the Contract Documents to the contrary, amounts assessed to the Contractor as liquidated damages may be deducted by the Owner from any money payable to the Contractor pursuant to this Contract. The Owner shall notify the Contractor in writing of a claim for liquidated damages prior to the date the Owner deducts such sum from money payable to the Contractor.

ARTICLE 2 - EMPLOYMENT PRACTICES

Statement of Intent:

It is the intent of The Iowa City Community School District to assure equal employment opportunity in all contract work.

Contractors are required to take affirmative action to ensure that applicants employed or seeking employment with them are treated equally without regard to race, color, creed, religion, national origin, sex, disability, marital status and age.

Assurance of Compliance:

Contractor shall submit an Equal Employment Opportunity Statement for the Owner's files.

During the course of the Contract, the Owner will monitor the Contractor's compliance with the EEO/Affirmative Action requirements. Noncompliance with the provisions set forth at the time of contract award may result in termination or suspension of the Contract in whole or in part.

ARTICLE 3 - TARGETED SMALL BUSINESS PROGRAM

Program Description

In accordance with the Code of Iowa, Articles 73.15, 73.16, 73.17, 73.18, 73.19, 73.20 and 73.21, the Owner seeks to provide opportunities for Targeted Small Businesses in the award of construction contracts for this project.

Definitions

"Small Business" means any enterprise which is located in Iowa, which is operated for profit under single management, and which has an annual gross income of less than three million dollars computed as the average of the three preceding fiscal years.

"Targeted Small Business" means a small business which is fifty-one percent or more owned, operated, and actively managed by one or more women or minority persons.

"Certified" in the above context means that the Targeted Small Business has been certified by the Iowa Department of Inspections and Appeals.

"Minority Persons" means an individual who is Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan native.

"Operated" means actively involved in day-to-day management of the business.

"Actively managed" means exercising the power to make policy decisions affecting the business.

Performance and Payment Bond Waiver

If Contractor is a "Targeted Small Business", the Contractor may be eligible to receive a waiver of the performance and payment bond requirements pursuant to the provisions of the Iowa Satisfaction and Performance Bond Program, Section 12.44 of the Code of Iowa.

Certification of eligibility to participate in the Iowa Satisfaction and Performance Bond Program is determined by the Iowa Department of Inspection and Appeals.

Assurance of Compliance

To demonstrate Bidder's good faith effort to provide opportunities for Targeted Small Business participation, submit a list of prebid TSB contacts with the Bid.

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