

ATTACHMENT B: SAMPLE CONTRACT (AGREEMENT)

CITY OF PLACERVILLE PAVEMENT REHABILITATION PROJECT

PROJECT NO. xxxx

THIS AGREEMENT ("Agreement") approved by the City Council this 26th day of June, in the year of 2018, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Development Services Department hereinafter called "City," and _____ hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City has caused the above-captioned project to be let to formal bidding process, and

WHEREAS, Contractor has duly submitted a bid response for the captioned project upon which City has awarded this contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

Article 1. THE WORK

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the City's Contract Documents entitled:

PAVEMENT REHABILITATION PROJECT PROJECT NO. XXXXX

The project is located in the City of Placerville in El Dorado County in the State of California. The Work to be done is shown on the Plans, described in the Special Provisions.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Bidder's Bond; the Contract which includes this Agreement, Workers Compensation Certificate, Performance Bond, and Payment Bond; the drawings listed and identified as the Project Plans; the Special Provisions and all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; and all the obligations of City and of Contractor which are fully set forth and described therein; all Contract Documents which are hereby specially referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

The City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the

said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. The City shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in the Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit "A".

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to the Special Provisions.

The City and the Contractor recognize that time is of the essence of the Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the sum of five thousand dollars (\$5,000.00) for each calendar day the Work remains uncompleted after the time specified herein for the completion of the Work.

Article 5. INDEMNITY

To the fullest extent of the law, the Contractor shall defend, indemnify, and hold the City and its employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of City employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the City, its officers and employees, where expressly prescribed by statute.

The duty to indemnify and hold harmless the City specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Contract Documents.

Article 6. GUARANTEES

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the City, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of final accept the Work.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to contractor work performed under this Agreement at no expense to the City during the term of this Agreement and for a period of one year from the date of final acceptance of the Work.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by the City, Contractor hereby authorizes City to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

Article 7. DISPUTES RESOLUTION

- a. CONTINUE WORK DURING DISPUTE: In the event of any dispute between the City and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the City, and the dispute shall be resolved by a court of law after completion of

the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this section.

- b. CITY'S REVIEW OF CLAIM: The City shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in subsection "c" herein, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the City shall be made final and conclusive except as is otherwise provided herein.
- c. REQUIREMENTS FOR FILING A CLAIM: For any Claim Subject to this section, the following requirements apply: The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 1. For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any claim within 45 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 2. For claims of fifty thousand dollars (\$50,000) or more, but less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 3. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.
- d. CLAIMS EXEMPT FROM REVIEW: The procedures and remedies provided in this Article 7 do not apply to:
 1. Any claims by the City.
 2. Any claims for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
 3. Any claim or dispute relating to stop payment requests or stop notices.
 4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

- e. **PROCEDURE TO RESOLVE CIVIL CLAIMS:** The City and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.
- f. **PAYMENT OF UNDISPUTED PORTION OF CLAIM:** Payment by City of undisputed portion of claim; interest on arbitration award or judgment.
 - 1. City shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.
 - 2. In any suit filed under Section 20104.4, of the Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
- g. **SUIT IN EL DORADO COUNTY ONLY:** Any litigation arising out of this Contract shall be brought in El Dorado County and the Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract the contractor or subcontractor offers and agrees to assign the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

Article 9. TERMINATION BY OWNER FOR CONVENIENCE

The City reserves the right to terminate the Contract at any time upon determination by the City's Representative that termination of the Contract is in the best interest of the City. City shall issue the Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by the City, and (6) cleanup of the site.

If the Contract is terminated for the City's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of City, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by City, and without profit, for all work performed to secure the project for termination.

Article 10. TERMINATION BY OWNER FOR CAUSE

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable

material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the City's Representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies the City may have, if the Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the premises and take possession of all material and equipment, and complete the Work by City's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 5 days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the City for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

The provisions of the section shall be in addition to all other rights and remedies available to the City under law.

If after notice of termination, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

Article 11. WORKERS COMPENSATION CERTIFICATION

Contractor warrants and represents that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code. Pursuant to the provisions of California Civil Code sections 1860, 1861, and prior to commencement of work, the Contractor shall sign and file with the City Project Administrator a certification in the form prescribed in section 1861.

Article 12. WARRANTY

The Contractor warrants to the City that materials and equipment furnished for the Work will be good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Article 13. RETAINAGE AND FINAL PAYMENT

The retention from payment is set forth in Section 9 "Payment" of the Special Provisions. The Contractor may elect to receive 100 percent of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with the City, in accordance with, and as set forth in Section 22300 of the Public Contract Code.

Final Payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the City with a signed written release of all claims against the City arising by virtue of the Contract. The Contractor, from the operation of the release, may specifically exclude disputed Contract claims in stated amounts. The release shall be in substantially the following form:

<u>WAIVER AND RELEASE UPON FINAL PAYMENT</u>	
The undersigned has been paid in full, less final payment, by the City for all labor, services, equipment, and material furnished to the City on the _____ (name of Project) located at _____ and does hereby waive and release the City, its officers, agents, and employees from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:	
<u>Notice of Disputed Claim and Amount</u>	
\$	_____
Date	_____

	Name, Title

	Name of Contractor

Article 14. AUTHORIZED SIGNATURES

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

IN WITNESS WHEREOF, the said Department of Public Works of the City of Placerville, State of California, has caused this Agreement to be executed by the City Council of the City of Placerville, in its behalf, and the said Contractor has signed this Agreement the day and year written below.

CITY OF PLACERVILLE

Dated _____
_____ City Manager, City of Placerville

CONTRACTOR

Dated _____
_____ Contractor

By _____
Authorized Representative License No. Federal Employer Identification No.

NOTE: If Contractor is a corporation, the legal name of the corporations shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that they are appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of City. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the City prior to signing this document.

Mailing Address: _____

Business Address: _____

City, Zip: _____

Phone: _____ **Fax:** _____

ATTACHMENT: EXHIBIT "A", Contractors Bid and Bid Price Schedule

END OF CONTRACT

**INSERT EXHIBIT A
TO THE CONTRACT AGREEMENT
(ATTACH CONTRACTOR'S BID AND PLAN SCHEDULE)**

**CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF CALIFORNIA
DEVELOPMENT SERVICES DEPARTMENT**

PAYMENT BOND

Bond No. _____

WHEREAS, the City of Placerville, Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter referred to as "Principal" a contract for the work described as follows:

**PACIFIC STREET PAVEMENT REHABILITATION PROJECT
PROJECT NO. 41905**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof: NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of _____ Dollars (\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is said Principal or its subcontractors shall pay any of the persons named in Civil Code Section 3181, or amounts required to be deducted, Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees or the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL	
SURETY	
ATTORNEY-IN-FACT	

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of _____).

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

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**CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF CALIFORNIA
DEVELOPMENT SERVICES DEPARTMENT**

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we, _____ the Contractor in the Contract hereto annexed, as Principal, and _____ as Surety, are firmly bound unto the City of Placerville, a Political Subdivision of the State of California, hereinafter called the "Obligee" in the sum of _____ DOLLARS (\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these present.

Signed, sealed and dated: _____

The condition of the above obligation is that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of the **Pacific Street Pavement Rehabilitation Project No. 41905** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void.; otherwise bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension or time, alteration of addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty of improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to of for the use of any person other than the Obligee named herein.

Dated: _____, 20____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

_____	_____
PRINCIPAL	
_____	_____
SURETY	
_____	_____
ATTORNEY-IN-FACT	

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of _____).

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)