IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL NO. 63321

SECTION I
PROPOSAL INSTRUCTIONS AND CONDITIONS

1.0 Introduction:

1.0.1 Iowa State University, herein also referred to as owner or ISU, is requesting proposals to modernize two passenger elevators in Wallace Hall, Ames IA.

Where the word “Company”, “Contractor”, or “Companies” is used, it shall be understood to reference the respondent’s form of business organization, whether the business is organized in the form of a corporation, partnership, sole proprietorship, or other arrangement. The use of the word “Contractor” is not intended to restrict competition or indicate any preference. All timely submitted responses from qualified Contractors, that meet the requirements of this Request for Proposal, will be considered.

1.0.2 University Representatives

1.0.2.1 Questions and comments with reference to the detailed specifications, purchasing procedures, and other administrative issues may be directed to:

Wendy Foster
Purchasing Agent III
Purchasing Department
Iowa State University
3616 Administrative Services Building
Ames, Iowa 50011-3616
Telephone: (515) 294-8806
Email wkfoster@iastate.edu

1.0.2.2 To schedule a site visit contact:

Mike Stecker
Program Coordinator
Residence Halls
Iowa State University
515-290-0042
mstecker@iastate.edu

1.1 Bidder’s Responsibility: Each Bidder by submitting a bid acknowledges its representative has:

1.1.1 Read and completely understands the bid documents, including the Instructions to Bidders, Specifications, and the Form of Proposal.

1.1.2 Based the bid upon the materials described (where provided in the bid documents).

1.2 Receipt of Proposal

1.2.1 Proposals (and their copies) are to be submitted in a sealed envelope labeled “Sealed Bid #63321: Wallace Hall Elevator Modernizations” to the ISU Purchasing Department, 1340 Administrative Services Building, Ames, Iowa 50011-3616 by 3:00 P.M. DST on March 21, 2016. Electronic bids (fax/email) will not be accepted. Any proposals received
after the time specified for the receipt of proposals may not be considered and may be returned unopened.

Proposals which are delivered personally are to be brought to the Purchasing Department receptionist’s desk located at the South entrance of the 1st floor of the Administrative Services Building (ASB). The ASB building is located at the southwest corner of the intersection of Stange Road and 13th Street.

1.2.2 Pre-Proposal Conference/Site Tour: **A pre-proposal conference followed by site tour will be held on, March 09, 2016 at 10:00 A.M. in room 1155 at the Administrative Services Bldg.** The purpose of the conference is to answer questions and provide further clarification as may be required. Please hold questions pertaining to the RFP until this meeting. Verbal statements made by ISU representatives at this meeting, regarding changes in this request for proposal, will not be considered binding, unless confirmed by written addenda. Attendance at the pre-proposal conference is strongly encouraged. Failure to attend or have representation at this conference will not result in Contractor or individual being ineligible to participate in the competitive process.

Visitors are asked to complete the online visitor permit request before coming to the ISU Campus (unless intending to park and pay at a meter). Below is instructions and a link to the Visitor permit process.

Go to the Parking Division website at [http://www.parking.iastate.edu/](http://www.parking.iastate.edu/)

- A list of Online Forms is on the right side of the page
- Select “Visitor Permit Request” and follow the instructions
  - You will need to know the vehicle make, model, color, year and plate (number and state)
- An email containing the permit will be sent to the email address provided

1.2.3 ISU reserves the right to accept or reject any or all proposals and to waive any irregularities or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder.

1.2.4 The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all quotes will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the quote. Pricing and financial arrangements are not considered proprietary.

**Failure to list all proprietary sections of the submitted quote in the space provided in Form of Proposal, shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor or be in any way accidentally released.**

1.2.5 All opened quotes become property of ISU and will not be returned to the offeror.

1.2.6 If a proposal is sent by mail, the bidder shall make allowance for the time required for such transportation.

1.2.7 A legally authorized representative of the Company shall sign the proposal. Any unsigned proposal may be determined to be non-compliant. Proposals not submitted on an ISU Form of Proposal may not be considered.

1.2.8 This Request for Proposal (RFP) does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
1.2.9 Proposals may be withdrawn any time prior to scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of ninety (90) calendar days thereafter.

1.3 **Addenda:** Any and all interpretations, corrections, revisions and amendments shall be issued by the ISU Purchasing Department to all holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the quote due date or canceling the RFP, such addenda shall be issued so as to be received prior to the time set for receipt of quotes. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.4 **Qualifications of Bidder:**

1.4.1 ISU shall make such investigations as deemed necessary to determine the ability of Bidder to provide the expected services.

1.4.2 ISU reserves the right to reject any quote if the evidence submitted by or investigation of such Bidder fails to satisfy ISU that said Bidder is properly qualified to carry out the obligations specified herein.

1.5 **Formation of Contract:** At its option, ISU may take either one of the following actions in order to form an agreement between ISU and the selected Vendor.

1.5.1 Accept a proposal as written by issuing a written “Notice of Award” to the selected Vendor, which refers to this proposal and accepts the proposal as submitted. This “Notice of Award” will be in the form of an ISU Purchase Order.

1.5.2 Enter into negotiations with one or more Vendors in an effort to reach a mutually satisfactory agreement, which will be executed by both parties and will be based on this proposal, the proposal submitted by the selected Vendor and the negotiations concerning these. The negotiations will not include any changes to the costs of materials submitted on the “Proposal Form”, unless the negotiations change the material requirements.

1.5.3 Because ISU may use the alternate described in paragraph 1.5.1, each Vendor shall include in its written proposal all requirements, terms or conditions it may have and shall not assume that an opportunity will exist to add such matters after the proposal has been submitted.

1.5.4 ISU reserves the right to award a contract not based on cost alone but on the product which best meets the user’s requirements.

1.6 **Exceptions:** Bidders wishing to take exception to any terms and conditions of the RFP should do so on Compliance Form. Exceptions must be taken point-by-point. Taking blanket exception to the terms and conditions may cause ISU to consider your quote as non-responsive and not eligible for award.

1.7 **Vendor Database:** Bidders must have a current and complete vendor application on file in order to receive an award resulting from RFP. Please visit the vendor application website (shown below) for instructions on the vendor application process.

http://www.purchasing.iastate.edu/vendors/process.html

1.8 **Electronic Copies of the Proposal:** Vendors may request electronic copies of the RFP by contacting Wendy Foster at wkfoster@iastate.edu or by accessing ISU’s bid website at:

http://www.public.iastate.edu/~purchasing/vendors_proposals_out.htm

1.9 **Bid Security**

1.9.1 **Bid Security for Other Than Targeted Small Business Companies**
1.9.1.1 Proposals shall be accompanied by and secured only by a cash deposit, cashier’s check, certified check, or a bid bond in an amount of at least five percent of the proposal. Bid security if sent separately from the proposal shall be clearly marked “Bid Security for RFP No. 63321”. Proposals that do not have bid security will not be considered. Proposals accompanied and secured by any other form of bid security shall automatically be disqualified.

1.9.1.2 Certified checks and cashier’s checks shall be made payable to the Board of Regents, State of Iowa.

1.9.1.3 Bid bonds must be either in the form prescribed by the Board of Regents, State of Iowa, contained elsewhere in this document (Refer to Attachment D) or in the form approved by the American Institute of Architects. Bid bonds must be executed solely by corporations authorized to contract as surety in Iowa and, in addition to all other provisions, clearly designate as attorney-in-fact. Attorneys-in-fact who sign surety bonds must file a certified and effectively dated copy of their power of attorney with each bond.

1.9.1.4 Bid security shall be agreed upon as the measure of liquidated damages with Owner will sustain by failure, neglect, or refusal of Company to deliver a signed contract stipulating performance of the Work in unqualified compliance with contract documents within ten (10) days after notification of award of contract is given.

1.9.1.5 Bid security (when submitted in the form of a cash deposit, cashier’s check, or a certified check by any Company except the three lowest bidding Companies) will be returned within forty-eight hours after award.

1.9.1.6 Bid security when retained (if submitted in the form of a cash deposit, cashier’s check, or a certified check) will be returned within forty-eight hours after the contract and performance and payment bond of the successful Company has been executed by the Board of Regents, State of Iowa or Iowa State University. If the award process involves more than the bid holding time established in the Proposal Documents, those Companies whose securities are retained shall have the right to negotiate with Iowa State University about the matter.

1.9.2 Bid Security for Targeted Small Business Companies

1.9.2.1 On projects where proposal amount exceeds $50,000, the instructions in Paragraph 1.9.1 for Other Than Targeted Small Business Companies apply.

1.9.2.2 On proposals of $50,000 or less, Certified Targeted Small Businesses, as part of the proposal documents, may either provide a bid bond OR a bond waiver from the Department of Inspections and Appeals.
SECTION II
SCOPE OF WORK

2.0 Iowa State University is soliciting proposals from qualified companies to modernize 2 passenger elevators in Wallace Hall, Ames IA.

2.1 All materials shall be new and in accordance with this scope of work.

2.2 All materials shall be installed in accordance with the scope of work and the procedures established by the material manufacturer.

2.3 Contractor shall obtain all permits and inspections for the work.

2.4 Warranties/Guarantee

2.4.1 Contractor shall unconditionally guarantee all materials, workmanship and equipment furnished under the Contract for one (1) year after final acceptance by Owner, unless otherwise stated. Such guarantee shall include all parts, materials and labor required to cure all defects. Manufacturer's warranties longer than one (1) year shall be extended to Owner.

2.4.2 The Guarantee provided herein shall be in addition to and not in limitation of any other guarantee or remedy provided by law or by the Contract Documents.

2.4.3 Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects in conformance with the Contract Documents.

2.5 Summary of Work

2.5.1 Provide materials, equipment, labor & incidentals required to modify 2 passenger elevators in Wallace Hall per the attached Technical Specifications section 14 21 00 Electric Traction Elevators, roof protection notes and section 09 90 00 painting.

2.6 Equipment Information

2.6.1 Wallace- North Elevator
State Number: 1055
Manufacturer: Montgomery

2.6.2 Wallace -South Elevator
State Number: 1054
Manufacturer: Montgomery

2.7 On an as-needed basis and at the end of each day’s work, Contractor shall remove all debris from University premises and dispose of all trash in landfills approved to handle and receive the specific type of waste that is being disposed. Any costs associated with the disposal of debris shall be paid by Contractor. Debris is not to be placed in university dumpsters. Follow all State of Iowa and EPA guidelines when disposing of hazardous materials. All rags used with flammable liquids to be stored in appropriate safety can and removed at the end of each day’s work.

2.8 All work performed is to be coordinated with Residence Halls Building Maintenance Manager, Mike Stecker at 515-290-0042. Both elevators can be worked on at the same time.

2.9 Construction/Work Schedule
2.9.1 Work to be started May 30, 2016 with final completion by no later than August 2, 2016. Wallace Hall will be closed during the above time frame.

2.10 Other

2.10.1 Consultant’s Name: Briggs Elevator Consultants, INC. All questions about the bid/bid documents shall be directed to ISU Purchasing.

2.10.2 This project will modernize two elevators in Wallace Hall. It will correct code deficiencies in the elevator and will bring the elevator up to the current standards. The scope of work includes but is not limited to, the need for a Phase 1 Fire Recall System, plan to upgrade the obsolete parts in the existing Montgomery elevators, related equipment that has exceeded life expectancy and compliance under the A17.3 code.

2.10.3 Execution, Correlation & Intent

A. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

B. In case of an inconsistency between Drawings and Specifications or within either document, not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the consultant’s interpretation.

C. Refer to General Conditions for further description of Contract Document definition, interpretation, and usage.

2.10.4 Hazardous Material Exclusion

A. Removal or encapsulation of asbestos is specifically excluded from the Work under this contract. If, during execution of the Work, the need for removal or encapsulation of asbestos is encountered or suspected, the Contractor shall immediately notify Owner and Consultant, in writing. No claim for delay, resulting from the Contractor’s failure to promptly notify Owner, will be honored.

2.10.5 Work by Owner

A. Items noted NIC (Not in Contract) will be supplied and installed by others.

2.10.6 Owner furnished equipment

A. Locate wire
B. Connector Kits
C. Anode Bags

2.10.7 OWNER OCCUPANCY

A. Cooperate with Owner to minimize conflict and to facilitate Owner’s operations.

2.10.8 Contractor use of site & premises

A. Construction Operations: Limited to areas noted on Drawings and approved by owner
B. Arrange use of site and premises to allow:
   1. Owner occupancy.
2. Work by Others.
3. Work by Owner.
4. Use of site and premises by the public, outside of the construction area.
5. Iowa State University Maintenance and Security.
6. CyRide Bus operations
8. Utility vehicle access

C. Access to Site: Limited to designated routes only.

D. Construction Operations: Limited to areas noted on Drawings and approved by Owner.

E. Existing building spaces outside construction limits may not be used for storage, unless approved by Construction Manager or Owner.

F. Access to Existing Buildings: The contractor's personnel is not to enter or to use adjacent facilities, except when required for performance of the Work.

G. Time Restrictions:
   1. Normal work hours shall be from M- F 8:00 AM to 6:00 PM. Work outside these hours may be allowed upon approval of ISU Construction Manager & Owner.

2.10.9 Work Sequence

A. The Construction Manager will facilitate scheduling and coordinating the work of the project. Coordination and the timely execution of the work of each Bid Package, including subcontractors, and the proper sequencing of the work within the Bid Package is the responsibility of each Bid Package Contractor. Work shall be performed to meet the Owner's schedule requirements.

B. The Contractor shall provide, at his expense, increased work crews and/or overtime necessary to meet the scheduled Milestones.

C. Coordinate construction schedule and operations with Owner and the Construction Manager.

D. Conduct Work to accommodate Owner’s occupancy requirements during the construction period, coordinate construction schedule and operations with Owner.

2.11 Background Checks

Company shall ensure that no Company employee or Subcontractor employee is assigned to perform work if such employee has been convicted of or pled guilty (including deferred judgment) to any felony or misdemeanor crime involving violence, theft or sex crimes. If Company believes the timing or circumstances of an employee’s conviction or the employee’s rehabilitation efforts warrant a waiver of this requirement, Company may submit to ISU a written request for such a waiver. ISU shall determine whether to grant such request in its sole discretion.

Company shall develop procedures to comply with this requirement, which at a minimum shall include the following:

- Each employee Company assigns to perform work at an ISU Department of Residence facility shall be subject to a criminal background check. This will apply to all subcontractors as well.
- The criminal background check shall be performed by a law enforcement agency or a person, company, or agency that regularly engages in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history
reports to third parties and is accredited by the National Association of Professional Background Screeners (NAPBS).

- The criminal background check shall cover a minimum of seven years prior to the date of assignment of the employee to an ISU Department of Residence facility.
- The criminal background check must have been conducted prior to the date the Company assigns the employee to an ISU Department of Residence facility.
- The criminal background check shall include records for any jurisdiction in which the employee has lived and/or worked during the preceding seven year period.
- Company shall re-screen all employees assigned to perform work at an ISU Department of Residence facility every two years, provided that the term of this Contract is for two years or more or the Contract is renewed such that it is in effect for two years or more.
- Company shall obtain any required consent from the employee and shall comply with the Fair Credit Reporting Act as applicable.
- If Company has or obtains other criminal background information, including police reports and arrest information, which potentially disqualifies an employee otherwise deemed eligible by Company to provide services under this contract, Company shall promptly notify ISU.

Company shall retain written documentation as proof of compliance with these requirements. An affidavit of compliance will be provided to ISU prior to the award of the contract. Upon reasonable notice, ISU may review such documentation for the purpose of auditing contract compliance.

Background checks shall be considered part of Company’s overhead or incorporated into the labor rates.

2.12 Contractor Identification Badges

Contractor shall provide all employees and Subcontractor employees with a Contractor’s identification badge to be worn on all work sites. The identification badge shall be laminated and must be displayed clearly on the employee at all times. The identification badge will include a photo of the employee, company name and employee’s full name. Failure of the employee to not properly display the identification badge may be cause for removal of employee from the Work or cancellation of the contract release. Failure of Contractor to enforce this requirement may be cause for cancellation of work.
SECTION III
GENERAL TERMS AND CONDITIONS

3.0 Definitions

3.0.1 Owner Owner is Iowa State University. The term Owner means Owner or Owner’s authorized representative.

3.0.2 Contractor Contractor, Contractor, or Companies are the person or organization to whom Owner will issue a purchase order, when award of this Request for Proposal is made. The term Contractor means Contractor or Contractor’s authorized representative.

3.0.3 The Work The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

3.1 Permits/Building Code

3.1.1 Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.1.2 All construction under this contract shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to and will take precedence over local governmental bodies’ regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations.

3.2 Termination

3.2.1 If Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Contractor’s insolvency, if Contractor repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely services for ISU, or if Contractor is otherwise guilty of a substantial violation of the Contract Documents, ISU may terminate the Agreement after giving Contractor a minimum thirty (30) days written notice, without penalty to ISU.

3.2.2 In any case where Contractor has failed to provide equipment and services or has provided nonconforming equipment and services, ISU shall provide a Cure Notice. If after notice Contractor continues to be in default, ISU may procure services from another source and terminate the Agreement, without penalty to ISU. Contractor may be required to pay ISU the difference if a higher cost firm is selected.

3.2.3 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner.

3.2.4 Owner may terminate the resulting Agreement at anytime if the Contractor fails to carry out its provisions or to make substantial progress under the terms of this proposal.

3.3 Immunity from Liability Every person who is a party to this Contract is hereby notified and agrees that ISU, and its agents, successors, and assigns are immune from liability and suit for or from Contractor’s activities involving third parties and arising from this Agreement.
3.4 **Indemnification**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, from and against all claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person.

3.4.2 In any and all claims against ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of Contractor, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

3.5 **Code of Fair Practice** During the performance of this contract, Contractor agrees as follows:

3.5.1 Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. Contractor shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.5.2 Contractor shall comply with the provisions of Federal Executive Order 11246.

3.6 **Responsibility for Those Performing the Work**

3.6.1 Contractor shall be responsible for the acts and omissions of all Contractor’s employees and all subcontractors, their agents and employees, and all other persons under contract with Contractor, while performing the duties and responsibilities associated with the Work.

3.6.2 Contractor shall at all times enforce strict discipline and good order among Contractor’s employees and shall not employ any unfit person or anyone not skilled in the task assigned.

3.6.3 Incompetent or incorrigible employees shall be dismissed from the project by Contractor, pending mutual agreement between ISU and Contractor, when so determined by the University.

3.6.4 Contractor shall skillfully supervise and direct the Work and shall be solely responsible for all construction, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

3.6.5 Contractor shall perform the Work so as to cause the minimum of inconvenience to and interruption of Owner’s operations. Contractor’s failure to give Owner timely notice of such intentions shall place the responsibility for any resulting delays or additional costs solely with Contractor.
3.6.6 Unless otherwise specifically provided in the contract documents, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

3.6.7 Work shall be entirely at Contractor’s risk and ISU assumes no responsibility or obligation whatever for damage or theft to any property, work, materials, or equipment.

3.6.8 Contractor shall be responsible for the Work until it is accepted by ISU.

3.6.9 Contractors shall inform themselves of the conditions under which Contractor’s work is to be performed, the obstacles which may be encountered and all other relevant matters concerning the Work to be performed. If awarded a contract, Contractor shall not be allowed any extra compensation for any reason that Contractor might have reasonably discovered prior to bidding.

3.6.10 Within reason, the successful Contractor must employ methods and means of carrying out this Work, which will not cause any interruption or interference with any other Contractor, or ISU personnel.

3.6.11 Contractor shall furnish to Owner the name of the person who will be responsible for responding to emergencies that may develop as a result of the Work, after normally established business hours.

3.7 **Subcontractors** Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance and be acceptable to ISU. Contractor is responsible for all acts of its subcontractors, as well as, the subcontractors’ performance of delegated duties. Contractor shall be solely responsible for payment to all subcontractors or secondary suppliers that Contractor may engage for the completion of any contract with ISU.

3.8 **Contractor’s Liability Insurance**
The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor arising from Contractor’s business operation. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**Minimum insurance coverages and requirements are as follows:**

**Commercial General Liability**
- General Aggregate: $2,000,000
- Each Occurrence Limit: $1,000,000

**Automobile**
$1,000,000 combined single limit each accident to include owned, non-owned, hired, or rented vehicles.

**Umbrella Liability**
$1,000,000 each occurrence/$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

**Worker’s Compensation and Employer’s Liability**
Statutory Limits of $100,000/$500,000/$100,000
Worker’s Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.

Workers Compensation coverage is required for all personnel working under this agreement for Iowa State University. All of the contractor’s employees, partners, members, officers and sole proprietors must be included.

**Additional Requirements**

- The company(ies) providing coverage must be at least A- Class VII rated by A.M. Best Company.

- The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds for General Liability, Excess Liability and Automotive Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insureds shall be added under CG 20 10 (7-04) and CG 2037 endorsements or older edition dates and attached to the certificate of insurance.

- Iowa State University requires occurrence coverage. The certificates should be marked “occurrence.” If there is no box marked “occurrence,” we require the notation “occurrence form” in the Special Conditions box.

- Contractor must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.

- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.

- Contractor shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Contractor’s own policy.

- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days’ advance written notice via certified mail is provided to Iowa State University, Purchasing Department.

**Upon award the certificate must be mailed or faxed to:**

Iowa State University  
Purchasing Department  
3616 Administrative Services Bldg., Ames, IA 50011-3616  
Phone: 515-294-4860  Fax: 515-294-9606

### 3.9 Property Insurance

#### 3.9.1. The Contractor shall maintain sufficient property insurance for the full value of all materials and equipment to be incorporated as part of the work.

### 3.10 Amendments to the Contract  
When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.
3.11 **Laws** Terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this RFP shall be instituted in the appropriate courts in the State of Iowa.

3.12 **Assignment** The purchase order (including any future Amendments incorporated into the purchase order) may not be assigned, transferred, sold or subcontracted by Contractor without the prior written consent of ISU.

3.13 **Advertising** Contractor shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU’s central administration and Office of Intellectual Property.

3.14 **Taxes -- Federal, State, and Local** ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Vendor’s employee's wages. ISU is exempt from State and Local Sales and Use Taxes on the materials supplied pursuant to this proposal.

3.15 **Severability of the Contract** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

3.16 **Safety**

3.16.1 Contractor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to:

   a. all employees on the Work and all other persons who may be affected thereby;
   b. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of the Subcontractors or Sub-subcontractors; and
   c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

3.16.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.

3.16.3 Contractor shall comply with all OSHA regulations and furnish employee with proper safety equipment and training. Contractor shall comply with OSHA’s Confined Space Permit Entry Program when necessary.

3.17 **Occupancy during Construction** Owner reserves the right to enter upon the premises and store or attach such items as Owner may elect without in any way affecting the Contract, providing such use of the premises does not substantially interfere with the progress of the Work. In addition to the foregoing, Owner reserves the right to occupy the Work, or portions thereof, after substantial completion. Such occupancy in no way acts to serve as an acceptance of the Work or to relieve Contractor from obligation to continue the Work to completion. Owner, in occupying the Work or a portion thereof, is liable for any actual damage done and caused by such occupancy.

3.18 **Owner’s Right to Stop the Work** If Contractor fails to correct defective work or persistently fails to carry out the Work in accordance with the Contract Documents, Owner may order Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated.
3.19 **Owner’s Right to Carry Out the Work**  If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails within seven days after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, after seven days following receipt by Contractor of a second notice from Owner, and without prejudice to any other remedy, make good such deficiencies. In such case an appropriate Contract Change Order shall be issued deducting from the payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.

3.20 **Delays and Extensions of Time**

3.20.1 If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner or by any separate contractor employed by Owner or by changes ordered in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond Contractor’s control or by any cause which Owner determines may justify the delay, then the Contract Time shall be extended by such reasonable time as Owner may determine.

3.20.2 All claims for extension of time shall be made in writing to Owner no more than ten days after the occurrence of the delay. Otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

3.21 **Acts of God** Whenever a Contractor’s place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of Contractor to promptly advise the Purchasing Department. ISU may elect to cancel all orders on file with Contractor and place the order with another Contractor.

3.22 **Clean-up**

3.22.1 Contractor shall at all times keep the site of the Work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of Owner such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public.

3.22.2 At the completion of the Work, Contractor shall remove all materials, implements, barricades, equipment, staging, piling, falsework, debris and rubbish connected with or caused by operations for such work immediately upon the completion of that work and shall leave the premises in perfect condition insofar as affected by the work under this Contract. Fires for disposal of rubbish on the site are prohibited.

3.22.3 If Contractor should fail to clean up the premises as required in the above subsections 3.22.1 and 3.22.2, Owner after giving Contractor 48 hours notice, may do so and charge the cost thereof to Contractor.

3.23 **Emergencies** In any emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by Contractor on account of emergency work shall be determined as provided in sections 3.20 and 3.24 of the General Conditions of the Contract.

3.24 **Contract Change Order**

3.24.1 A Contract Change Order is a written order to Contractor issued after the award of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the contract Time may be changed only by Contract Change Order.
3.24.2 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by the Contract Change Order and shall be performed under the applicable conditions of the Contract Documents.

3.24.3 The cost or credit to Owner resulting from a change in the Work shall be determined in one or more of the following ways:

a. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantial data to permit evaluation;
b. by unit prices stated in the Contract Documents or subsequently agreed upon; or
c. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

3.24.4 It shall be the responsibility of Contractor before proceeding with any change to satisfy himself that the change has been properly authorized in behalf of Owner. No charge for extra work or any other change in the Contract will be allowed, unless the extra work or change has been authorized in writing by Owner, and the compensation or method thereof is stated in such written authority. A properly authorized change order will be issued by the ISU Purchasing Department and will consist of a written change purchase order.

3.24.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, and such conditions will be considered by Contractor as the basis for a claim for extra compensation, Contractor shall immediately notify Owner of the alleged variance before such conditions are disturbed. By failing to give such notice, Contractor shall waive all rights to extra compensation of any kind arising out of the unusual conditions. Owner shall investigate the unusual conditions promptly upon receipt of Contractor's notice and shall determine Contractor's right to additional compensation and/or additional time. Any and all such changes in Contract Sum or Contract Time arising out of the discovery of unusual conditions shall be treated in accordance with the provisions of this section.

3.24.6 No change or additional work is authorized unless approved by the ISU Purchasing Department.

3.25 Claims for Additional Cost

3.25.1 If Contractor wishes to make a claim for an increase in the Contract Sum, Owner shall be given written notice within ten days after the occurrence of the event giving rise to such claim. This notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangers life or property in which case Contractor shall precede in accordance with Section 2.23. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Contract Change Order.

3.25.2 If Owner shall determine the conditions to be such as to justify a claim for additional compensation, Owner shall provide for additional payment for the particular phase of work in question by a negotiated agreement with Contractor upon new unit Contract prices, by costs plus an agreed percentage, or by any other equitable arrangements mutually agreed upon by Owner and Contractor and, if necessary, consented to in writing by the surety to the bond. In any event Contractor shall not be relieved from the obligation of resuming construction operations pending decision as to the validity of a claim or pending the
execution of a negotiated agreement to cover additional costs if a claim shall be recognized under the provisions of this section.

3.26 **Substitutions**

3.26.1 Alternate materials and methods may be considered, if judged by the Purchasing Department to be in Owner’s best interests. Alternates must be described on the Request for Proposal form, and literature, Shop Drawing, or data available for comparison and evaluation should be included. Owner is under no obligation to consider alternates not approved prior to the proposal due date.

3.26.2 Consideration of alternate materials or methods may be assured by obtaining written approval prior to the proposal due date. Requests for such approval should be directed to the Purchasing Agent listed on the Request for Proposal. Include the ISU Request for Proposal Reference Number in all correspondence or phone conversations. Approval of any proposed alternate shall not be considered official until confirmed in writing from the ISU Purchasing Department.

3.26.3 All proposals are assumed to be as specified in the Contract Documents unless alternates are noted on the Request for Proposal form or prior written approval of substitutions has been obtained.

3.27 **Contract Performance and Payment Bond**

3.27.1 A 100% performance and payment bond shall be required for contracts totaling more than twenty five thousand dollars ($25,000) prior to the commencement of any work. This bond will provide security for faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials. Company shall be required to furnish two (2) copies of the executed Contract Performance Bond, on the form included herein. The surety on such bond shall be a surety company duly authorized to do business in the State of Iowa.

3.27.2 Upon notification of award, the Contract Performance Bond should be sent to Iowa State University, Purchasing Department, 3616 Administrative Services Building, Ames, IA 50011-3616. The ISU purchase order number should be referenced.

3.27.3 Please include the cost of the performance bond as an additional line item in your proposal.

3.28 **Guarantee**

3.28.1 Contractor shall unconditionally guarantee all materials, workmanship and equipment furnished under the Contract for one (1) year after final acceptance by Owner, unless otherwise stated. Such guarantee shall include all parts, materials and labor required to cure all defects. Manufacturer’s warranties longer than one (1) year shall be extended to Owner.

3.28.2 The Guarantee provided herein shall be in addition to and not in limitation of any other guarantee or remedy provided by law or by the Contract Documents.

3.29 **Warranty**

3.29.1 Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects in conformance with the Contract Documents. All work not conforming to these standards including substitutions not authorized as provided elsewhere in the Contract Documents may be considered defective. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
3.29.2 The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

3.30 Contract Close-Out

3.30.1 When Contractor considers the work complete, notification is made to Owner’s Representative: Mike Stecker, phone 515-290-0042.

3.30.2 An inspection to verify the status of completion will be made with reasonable promptness.

3.30.3 Should the work be considered incomplete or defective, Contractor will be notified in writing, listing the incomplete or defective work. Contractor shall take immediate steps to remedy the stated deficiencies.

3.31 Progress Payments

3.31.1 Contractor may submit requests for partial progress payments, accompanied by a breakdown. Payment requests shall be submitted on Contractor’s standard billing form addressed to the Purchasing Department, 3617 Administrative Services Building, Iowa State University, Ames, Iowa 50011-3617. Owner will make partial progress payments to Contractor not more than once a month as required by Section 573.12 of the Code of Iowa on the basis of the work performed and material satisfactorily stored, the value of which is substantiated by Contractor’s priced invoices.

3.31.2 Owner shall retain from each progress payment 5% of that amount which is determined to be due as required by Section 573.12 of the Code of Iowa. The amount so retained will be held by Owner per Section 573.14 of the Code of Iowa.

3.32 Final Acceptance and Payment

3.32.1 Upon request for final inspection and acceptance, Owner will promptly make such inspection, and when the work is found acceptable and in compliance with the Contract Documents, and the Contract fully performed, Owner will request that Contractor submit a request for payment on Contractor’s standard billing form. Owner will authorize payment on an Iowa State University voucher in the amount of 95% of the contract price, less any progress payments already made, and issue a Notice of Acceptance. Such notice will be established the date upon which the Contract is accepted as complete, and upon which all remaining guarantees under the Contract shall commence. It shall also establish the commencement of the thirty-day period during which final payment of the balance due under the Contract must be retained by Owner under Section 573.14 of the Code of Iowa and per provisions of the Agreement.

3.32.2 If at the end of the thirty-day period referred to in subparagraph 2.32.1 there are no claims on file with Owner and application for payment has been submitted, final payment will be made. If claims are on file with Owner, Owner shall retain from the balance due under the contract, a sum double the total amount of all such claims until such claims are released or a bond filed under the provisions of Chapter 573 of the Code of Iowa.

3.32.3 Owner may decline to approve an Application for Payment and may withhold payment in whole or in part, to the extent necessary to reasonably protect Owner. Owner may also decline to approve any Application for Payment or, because of subsequent discovered evidence or subsequent inspections, Owner may nullify the whole or any part of any payment previously issued, to such extent as necessary to protect Owner from loss because of:

a. defective work not remedied;
b. third party claims filed pursuant to Chapter 573 of the Code of Iowa or reasonable evidence indicating probable filing of such claims;
c. reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
d. reasonable evidence that the work will not be completed within the contract time;
e. unsatisfactory prosecution of the work by Contractor;
f. damage to Owner or another contractor.
SECTION IV
PROJECT MANAGEMENT/GENERAL WORK CONDITIONS

4.0 Owner’s Representative

4.0.1 Definitions

Owner’s Representative shall be the Associate Vice President for Facilities
Planning and Management, General Services Bldg, Iowa State University,
Ames, IA.

4.0.1.1 Owner’s Representative hereby authorizes the following persons to represent
Owner in the fulfillment of their respective duties as hereinafter described:

a. Manager of Construction Services
b. Owner’s Construction Manager

4.0.1.2 Owner’s Construction Manager shall be an employee of Owner assigned to
provide on-site liaison between Contractor and Owner.

4.0.2 Duties of Owner’s Representative

4.0.2.1 Owner’s Representative is authorized to act on behalf of Owner. Owner’s
Representative will provide general administration of the contract and shall fulfill
the duties, rights and obligations of Owner under the Proposal Documents.

4.0.2.2 All of Owner’s instructions to Contractor shall be issued through Owner’s
Representative.

4.0.2.3 Owner’s Representative will have authority to reject work that does not conform
to the Proposal Documents.

4.0.2.4 Owner’s Representative will prepare and initiate Contract Change Orders as
provided in the General Conditions.

4.0.3 Duties of Owner’s Construction Manager

4.0.3.1 Owner’s Construction Manager shall act as liaison between Contractor and
Owner’s Representative.

4.0.3.2 Owner’s Construction Manager shall observe the progress of the Work and
determine if the Work is proceeding in accordance with the Proposal Documents.

4.0.3.3 Owner’s Construction Manager shall report all noted deviations from the Proposal
Documents to Owner’s Representative for a determination. Owner’s Construction
Manager is not authorized to permit deviations from the Proposal Documents.

4.0.3.4 Owner’s Construction Manager may authorize minor changes in the Work which
do not involve a change in contract price and which do not affect compliance with
the Proposal Documents.

4.0.3.5 Owner’s Construction Manager shall assist in coordinating Contractor’s
operations with those of Owner. Owner’s Construction Manager, however, shall
not perform any duties for Contractor.

4.0.4 Duties of the ISU Purchasing Department

4.0.4.1 The ISU Purchasing Department will act as a liaison between Contractor and
Owner’s Construction Manager for required contract forms and pay requests.
4.0.4.2 Contractor shall submit the following directly to the ISU Purchasing Department, 3616 Administrative Services Building, Iowa State University, Ames, IA 50011-3616.

a. Certificate of Insurance
b. Hazardous Chemical Forms
c. Invoices for payment
d. Issuance of formal change orders
e. Material Safety Data Sheets
f. Performance Bond

4.1 Use of Site

4.1.1 Site Maintenance

4.1.1.1 Contractor shall limit their construction activities, including materials storage, to the areas shown on the Drawing or otherwise designated by Owner’s Representative. Contractor personnel may not enter or use buildings or facilities adjacent to the construction site. Where the project requires work within an existing building, Contractor personnel shall be limited to the construction area designated. Contractor shall maintain all facility exits and passageways in a continually usable condition and promptly inform Owner’s Representative on any activities that may interfere with exits or passageways.

4.1.1.2 Smoking is not permitted on ISU property.

4.1.1.3 It is the intent of Owner to keep the construction area as inconspicuous as possible and the campus attractive and pleasant for the public and students. Contractor’s understanding of this goal and cooperation in carrying it out is vital to the successful promotion and preservation of the University.

4.1.1.4 Contractor shall maintain the site and adjacent premises in a clean, safe and orderly condition. Where work is occurring in an existing facility, Contractor is responsible for erecting and maintaining dust partitions and other barriers as required to keep dust and construction debris confined to the site. Contractor shall keep the site and adjacent premises as free from materials, debris, rubbish, and trash as practical. Grass and weeds shall be kept cut and fence rows shall be trimmed. Stored materials shall be orderly and protected from damage. Trash shall be disposed of regularly and not allowed to accumulate. Debris generated by demolition activity shall be removed from the job site on the same day it is generated. Contractor shall dispose of all rubbish and debris off-campus in an approved landfill area. Access roads to and through the site must be maintained such that dirt and debris will not be tracked onto adjacent roadways. Contractor is responsible for removal of any dirt or debris accumulations from roads and streets adjacent to the site daily.

4.1.1.5 Contractor’s vehicles may not be driven into lawn areas without prior approval of Owner’s Representative. In those cases where driving on lawn areas cannot be avoided, Contractor shall provide planking material upon which to drive. Contractor will be held responsible for damages if these procedures are not followed. Lawn areas outside of the designated construction area that are disturbed or damaged by construction activities will be repaired by Owner and paid for by Contractor.

4.1.1.6 Contractor shall remove to Owner’s satisfaction, all asphalt or concrete spilled on or around the buildings.

4.1.2 Site Staging Plan Contractor shall submit a site staging plan for approval by Owner prior to beginning any work on site. The staging plan shall show construction fencing,
signage, gate locations, barricades, hoists, chutes, dumpsters, jobsite office, storage trailers or areas, and all other items related to the use of the site.

4.1.3 **Existing Site Facilities and Conditions** Contractor shall schedule a meeting with Owner’s Representative to review and document the existing conditions in each construction area prior to beginning work. It is Contractor’s responsibility to identify and document any existing damage to the buildings and landscape within the project site. Any damage caused by Contractor to existing facilities will be repaired at the cost of Contractor.

4.1.4 **Parking on Campus**

4.1.4.1 No parking of Contractor vehicles or the private vehicles of Contractor’s employees will be permitted in areas other than those approved by Owner’s Representative.

4.1.4.2 All workmen requiring parking that cannot be accommodated on a construction site will have parking provided for in the southwest corner of the Iowa State Center parking lot. Transportation of workers from designated parking to and from the job site is Contractor’s responsibility. Shuttle bus service is available from the Iowa State Center parking lot to campus.

4.1.4.3 Vehicles illegally parked may be issued a citation and/or towed away and impounded.

4.1.5 **Building Keys and Access Cards**

4.1.5.1 Owner’s Representative will authorize issuance of keys/access cards to Contractor. Contractor shall be responsible for the keys/access cards and must return them to Facilities Planning and Management at the end of the project. Contractor shall pay for any lost keys/access cards and re-keying or changing of locks, should the keys/access cards be lost by Contractor. Re-keying or changing of locks when commenced will not be stopped in the process should Contractor find the keys/access cards after notifying Owner that they are lost. Acceptance of contract is contingent upon return of keys/access cards and/or payment for lost keys/access cards.

4.1.5.2 Owner’s Representative will authorize the issuance of gate cards to Contractor when access is necessary to areas where traffic is restricted. It is the responsibility of Contractor to furnish gate cards to their subcontractors. Acceptance of the contract is contingent upon return of gate cards.

4.1.6 **Protection of Trees**

4.1.6.1 Contractor shall be responsible for the protection of tops, trunks and root systems of existing trees and shrubs on the project site. Existing trees and shrubs subject to construction damage shall be protected by planking with 2x4’s to 8’ minimum height. Installation of protective structure shall be made before any work is started and not removed until directed by Owner’s Representative.

4.1.6.2 Do not permit heavy equipment or stockpiles within the branch spread. No ropes, wires, cables or other devices shall at any time be affixed to a tree or shrub so as to damage the bark, break branches, or destroy its natural shape.

4.1.6.3 Contractor shall be liable in cases of accidental damage to trees and shrubs that are to remain on the site.

4.1.6.4 Contractor shall notify Owner immediately in cases of accidental damage so that proper repairs can be made. Cost of such repairs is to be assessed to Contractor. Contractor shall not attempt to make such repairs.
4.1.6.5 Evaluation of trees or shrubs damaged beyond repair shall be made on the basis of replacement cost, if replaceable, with material of equal size. In cases where it would not be possible to replace a tree with one of equal size, trees shall be evaluated on the basis of the “Shade Tree Evaluation” formula of the International Shade Tree Conference, current edition.

4.1.7 Utility Locates

4.1.7.1 Owner will provide personnel and equipment to locate and mark existing University-owned and operated utilities. Locates are available Monday through Friday 7:30 a.m. – 3:00 p.m. except during University holidays. Locates shall be scheduled 48 hours prior to work commencing.

4.1.7.2 Marking shall be accomplished by color-coding in accordance with the Uniform Color Code of the American Public Works Association. Locates shall be marked as follows:

<table>
<thead>
<tr>
<th>Utility</th>
<th>Flags</th>
<th>Bristle Line Marker</th>
<th>Ground Painting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>Red with white letters</td>
<td>Red</td>
<td>Red dots</td>
</tr>
<tr>
<td>Telephone and Data (Fiber Optic)</td>
<td>Orange with white lettering</td>
<td>Orange</td>
<td>Orange dots</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>Yellow with black lettering</td>
<td>Yellow</td>
<td>Yellow dots</td>
</tr>
<tr>
<td>Steam/Steam Tunnels/Condensate</td>
<td>Yellow with blue lettering</td>
<td>Yellow circle with blue center</td>
<td></td>
</tr>
<tr>
<td>Domestic Water</td>
<td>Blue with white lettering</td>
<td>Blue</td>
<td>Blue dots</td>
</tr>
<tr>
<td>Chilled Water</td>
<td>Blue with red lettering</td>
<td>Blue</td>
<td>Blue circle with red center</td>
</tr>
<tr>
<td>Sanitary Sewer</td>
<td>Green with black lettering</td>
<td>Green</td>
<td>Black circle with green center</td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>Green with white lettering</td>
<td>Green</td>
<td>White circle with green center</td>
</tr>
</tbody>
</table>

4.1.7.3 Contractor shall request locates of University-owned utilities through Owner's Representative. Contractor shall assign one person to work with the University locator.

4.1.7.4 The accuracy of the locates shall be plus or minus three feet in plain view. Depth of buried lines varies and will not be marked. Contractor shall confirm utilities and verify exact locations prior to commencing construction operations. Contractor shall be responsible for all construction in the area of existing utilities.

4.1.7.5 Contractor shall be responsible for locating utilities not owned by Iowa State University. The following utilities are known to have facilities on University property.

a. Telephone – Qwest
b. Cable TV - Mediacom
c. Natural Gas – Alliant / IES Utilities or Northern Enron Natural Gas Company
d. Water – City of Ames
e. Electrical – City of Ames
f. Iowa Communications Network – State of Iowa

Contractor shall arrange for locates of non ISU utilities by contacting Iowa One Call at 1-800-292-8989.

When contacting Iowa One Call Contractor and/or subcontractors shall give the following project location information to the operator for every locate requested: Iowa State University, Directional Signage for South Campus Gateway – Phase 2, closest street, intersection, or existing building, and/or other descriptions that define the work site.

4.1.7.6 Contractor shall not assume all utilities are shown on the Drawing in exact locations.

4.1.8 Existing Utilities and Structures
4.1.8.1 Contractor’s attention is directed to the extensive network of existing underground pipelines, tunnels, manholes, and electric conduit in the area. It is Contractor’s responsibility to become acquainted with the extent and location of these underground structures and to protect them against damage from their operations. Contractor shall exercise care to protect underground pipelines, tunnels, and duct banks from heavy vehicular traffic. Heavy wooden mats shall be used where required.

4.1.8.2 Existing utilities shall be adequately protected from damage due to construction by Contractor. Contractor shall verify the exact locations of existing utilities before starting excavation or trench cutting operations. Excavation adjacent to underground structures shall be done with care. Where required, excavation shall be performed by hand digging around utilities to locate and prevent rupture or breaking of lines. Temporary support and maintenance of all underground utilities including shoring, planking, support material, temporary fill or other protection as required for utilities to remain in continuous service shall be furnished by Contractor. Where new excavation is below the support line of existing structures, sheeting or other approved procedures shall be utilized. Cost of repairing any damages to existing utilities shall be paid by Contractor without expense to the University or other utility owners. Owner reserves the right to repair any existing utility damaged by Contractor, at Contractor’s expense.

4.1.8.3 Existing utilities that are shown on the Drawing or field located and are damaged by Contractor shall be repaired or replaced, at Owner’s sole option, entirely at the cost of Contractor. Where damage necessitates a utility outage, Contractor shall work continuously on a 24-hour, around the clock basis until the damaged utility is placed into service again. All costs to be the responsibility of Contractor.

4.1.8.4 If existing utilities are encountered during construction which are not shown on plans, and which have not been field located prior to encountering same, Contractor shall immediately stop work in that area and notify Owner’s Representative. Owner’s Representative will make a determination as to nature of utility and direct Contractor as to what action is to be taken.

4.1.8.5 No valve, switch or other control of the existing utility systems shall be operated for any purpose by Contractor without prior approval of the University.

4.1.9 Use of Elevator

4.1.9.1 Where a new building is being constructed, Contractor shall utilize the elevator at Contractor’s risk. Contractor shall extend Owner’s basic warranty for the duration of the construction contract and shall return the unit to Owner’s use in an as-new condition.

4.1.9.2 Contractor shall provide and install protective padding to inside perimeter walls and use care in moving materials and equipment through the doors.

4.1.9.3 Contractor shall not load elevator over the rated nameplate capacity nor exceed the per square-inch floor loading design. Any damage to elevator surfaces or mechanism will be repaired by Owner and shall be paid for by Contractor.

4.1.9.4 Contractor shall utilize only the elevator designated by Owner’s Representative and shall not assume that all elevators are for use.

4.1.10 Fire Alarm Systems Whenever construction activities are taking place in buildings with active fire alarm and fire sprinkler systems, Contractor is advised to be aware of existing fire protection devices within and adjacent to the work area. Contact Jay Krogh, Department of Residence Fire and Safety, at 515-460-7028 before proceeding with any
work that might impact the building fire alarm system. ISU Department of Residence Fire and Safety will assist Contractor to insure the system is protected during construction. Do not use tape or other means of covering active smoke detectors. In the event that a device is activated due to failure of the Contractor to take necessary precautions, the Contractor will be charged $500 for each occurrence.

4.2 Use of Site

4.2.1 Accident Prevention The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

4.2.2 The Work shall be governed by applicable provisions of general law, including the latest amendments of the following.

4.2.2.1 William-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.

4.2.2.2 Occupational Safety & Health Standards, 29 Code of Federal Regulations Part 1910 with amendments promulgated by the Iowa Division of Labor.

4.2.2.3 Safety and Health Regulations for Construction, 29 Code of Federal Regulations Part 1926 with amendments promulgated by the Iowa Division of Labor.

4.2.3 Contractor is responsible for conducting a safety program and/or precautions on the project site that assures work on the site is conducted in accordance with all guidelines and requirements of OSHA and other applicable laws, building and construction codes. Contractor shall prepare, implement and enforce a project safety plan for the purpose of maintaining a site where work is conducted in a safe manner. A copy of the safety plan shall be maintained on site at all times.

4.2.4 Absolutely no alcoholic beverages or use of drugs will be permitted on the site.

4.2.5 Fire Protection

4.2.5.1 During the construction period provide fire protection. Provide at least one (1) U.L. listed multipurpose dry chemical fire extinguisher (2A20BC) rating on each floor. This requirement is in addition to Owner's present equipment.

4.2.5.2 Shields of noncombustible material shall be used when welding or cutting is done.

4.2.5.3 Preparation of flammable compounds inside the building is prohibited.

4.2.5.4 Gasoline and other flammable and volatile fluids having low flash point and ignition temperatures shall not be stored or handled in the building except in U.L. listed safety cans. Reserve flammable liquids in barrels should be stored well away from the structure and kept under lock and key.

4.2.6 Hazardous Chemical Risks Right to Know Law

4.2.6.1 Owner will provide Contractor with two forms entitled “Hazardous Chemicals Identification Form for Contractor” which lists known hazardous chemicals within the project site and appropriate protective measures to be taken by Contractor employees. Contractor should sign both forms and retain one for their records. The other should be returned to Owner. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right to Know Law.
4.2.6.2 Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. For reporting this information, Owner will provide two forms entitled “Contractor’s Hazardous Chemicals Identification Form”. Both forms should be returned to Owner. One original will be returned to Contractor when the form is fully signed. To comply with Iowa law, this information must be sent via registered mail by Contractor to the Ames Fire Department. Contractor’s Material Safety Data Sheets (MSDS) must be made available to Owner upon request.

4.2.6.3 Contractor shall maintain a copy on site of all Material Safety Data Sheets (MSDS) for all products and materials used on the project as required by 29 CFR 1926.59.

4.2.7 Hot Work Procedures

4.2.7.1 Hot work processes should be avoided to the greatest extent possible. Hot work includes any work where an ignition source is an element of the work process and includes but is not limited to welding, flame cutting, grinding, pipe sweating, soldering, etc. Where hot work is required by these specifications or cannot otherwise be avoided, these activities must be carefully controlled and supervised.

4.2.7.2 The Contractor shall designate a Hot Work Supervisor on the project site to be responsible for supervising and controlling hot work who is fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. Before hot work activities take place, the Hot Work Supervisor shall determine what actions must be taken to ensure that hot work is performed safely. This includes identifying hazards, implementing control measures, ensuring that a trained operator is performing work, and posting a fire watch. All personnel performing hot work must be fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. All incidences of hot work and precautions taken shall be documented in the Contractor daily reports.

4.2.7.3 Before proceeding with hot work, combustible materials within 35 ft of the work zone must be removed and any openings in walls floors or ducts that are within 35 ft of the work zone must be covered to eliminate travel passages for sparks, heat and flames. Where it is not possible to remove combustible materials, protect combustibles through the use of fire-resistant or fire-retardant barriers.

4.2.7.4 Hot work activities should only be conducted in areas free of flammable or combustible materials (liquids, vapors or dusts). Whenever possible welding and cutting operations should be carried out in permanent welding facilities designed to contain operations with noncombustible barriers and properly exhaust heat and fumes. Welding is not permitted in or near closed tanks that contain or may have contained flammable liquids, unless they have been thoroughly drained, purged and tested to be free of flammable gases or vapors. Welding will not be permitted on any closed containers.

4.2.7.5 Whenever hot work activities occur, the Contractor must provide a fully charged operating fire extinguisher in the hot work zone. Automatic sprinkler systems should be in service during hot work activities whenever possible. All fire detection and alarm system devices shall be covered as required to prevent unintended activation and false alarms.

4.2.7.6 The Contractor shall designate an individual responsible for providing a fire watch to supervise hot work activities and ensure safe handling of hot work equipment. The fire watch is responsible for monitoring the hot work area for fires and be
4.3 Construction Conferences and Meetings

4.3.1 Between the date of issuance of the purchase order and the start of construction, Owner will schedule a pre-construction meeting to discuss requirements in the performance of the Work. Contractor shall be represented at this meeting by a principal and the Project Superintendent.

4.3.2 Construction progress meetings will be scheduled by Owner to be held as needed on site. Contractor shall be represented at these meetings by the Project Superintendent. Contractor shall require subcontractors and other personnel whose expertise or responsibilities are pertinent to the agenda of a meeting to attend.

4.4 Contractor Conduct/Sexual Harassment

4.4.1 Sexual harassment is a form of sex discrimination under Title VII of the Civil Rights Act of 1964 and Chapter 216 of the Code of Iowa and, as such, is illegal under both federal and state law.

4.4.2 Sexual harassment is defined as unwelcomed advances, verbal or physical conduct of a sexual nature, or requests for sexual favors when submission to such behavior is made a condition of employment or status in course, program, or activity.

4.4.3 Sexual harassment between Contractor, Contractor's employees, Subcontractors, and Owner's employees or students is prohibited and could result in the dismissal of the offending party from the Project or termination of the Agreement. If the Agreement is terminated, ISU may procure services from another source and may require Contractor to pay ISU the difference if a higher cost firm is selected.

4.5 Submittals

4.5.1 Prior to the start of Work, Contractor shall provide Owner detailed information, manufacturer's data and brochures that clearly identify the proposed product and its intended use. Owner will review Contractor's submittal and return it to Contractor. The returned submittal will be stamped as follows.

4.5.1.1 No Exceptions Taken -- Proceed with the installation in accordance with the contract documents.
4.5.1.2 Make Corrections Noted -- Contractor may proceed with the Work in accordance with the corrections made.
4.5.1.3 Revise and Resubmit -- Make all corrections noted and resubmit for approval prior to starting the construction.
4.5.1.4 Rejected -- Submittal form and/or contents do not comply with the Contract Documents. Contractor is required to resubmit in accordance with the Contract Documents.

4.5.2 Contractor shall provide submittals for the following item(s).

4.5.2.1 See technical specifications.

4.5.3 Submittals are to be sent to Owner's Representative (Paragraph 3.30.1).

4.5.4 Corrections or comments made on the submittals during the review process do not relieve Contractor from compliance with the requirements of the Drawing (if provided) and specifications. The submittals will be checked for general conformation with the design concept of the project and the contract documents. Contractor is responsible for confirming
or correlating all quantities and dimensions selecting appropriate fabrication processes and techniques of construction.
SECTION V  
EVALUATION CRITERIA/PROPOSAL CONTENT

5.0 Evaluation of proposals will be based on the following criteria:

- Overall cost to ISU (materials, installation).
- Ability to meet construction schedule.
- Past performance of Contractor
- Exceptions taken

5.1 Your proposal should, at a minimum, contain the following information to be considered responsive.

5.1.1 Contractor shall provide a separate, itemized list of any and all exceptions to the requirements, proposal instructions, and conditions set forth herein. Use the Proposal Compliance Form included as part of the Form of Proposal.

5.1.2 Fully completed and signed proposal document, duly signed by an authorized agent of Contractor submitting the proposal.

5.1.3 All confidential information clearly identified. (Prices offered may not be considered confidential.)

5.1.4 The following items are to be included with your response.

- Customer/Reference List.
- List of all proposed subcontractors.

5.1.5 Proof of Contractor's ability to obtain the required Contract Performance and Payment Bond.
SECTION VI
FORM OF PROPOSAL

TO: Iowa State University
   Purchasing Department
   1340 Administrative Services Building
   Ames, IA  50011-3616

6.1 In response to Request for Proposal Number 63321, the undersigned Contractor, having read and understood the proposal documents (Proposal Instructions and Conditions, General Terms and Conditions of the Contract, Project Management/General Work Conditions, Scope of Work, Technical Specification and Evaluation Criteria/Proposal Content, (and supporting Attachments), which along with this Form of Proposal comprise the Proposal Documents, hereby proposes to provide services in accordance with these Proposal Documents as stated below.

6.2 Contractor acknowledges receipt of the following Addenda, which are a part of the Proposal Documents:

6.3 The sections of this proposal listed below represent trade secrets or proprietary information.

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
<th>Section</th>
<th>Page No.</th>
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6.4 The undersigned Contractor states that full compliance with the Proposal Documents is maintained in this proposal, submitted in response to RFP 63321, unless otherwise stated on Proposal Compliance Form.

6.5 Contractor understands that Iowa State University reserves the right to reject any and all proposals.

6.6 Contractor agrees their proposal is an offer to ISU that may not be withdrawn for a period of sixty (60) calendar days after the proposal due date.

6.7 Contractor has included Certificate of Reporting, Attachment A or Equal Employment Opportunity Data Reporting Form, Attachment B.

6.8 Contractor understands that Iowa State University reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

6.9 Please provide the names of any Subcontractors your firm intends to award a portion of this Work to, should your firm be awarded this proposal. Use additional sheets if necessary. If no subcontractors are to be used by my firm on this project, please check here. [ ]

<table>
<thead>
<tr>
<th>Subcontractor's Company Name or Owner</th>
<th>Address</th>
<th>Contact Person &amp; Phone Number</th>
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<td>1.</td>
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</table>
2. ___________________________ ___________________________ ___________________________
                                          ___________________________ PH. ___________________________

6.10 Please provide the names of references for similar projects completed within the last three years. Use additional sheets, if necessary.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Company Name or Owner</th>
<th>Address</th>
<th>Contact Person &amp; Phone Number</th>
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</code></pre>
<p>| 2.        | ___________________________ | ___________________________ | ___________________________ |
| PH. ___________________________ |
| 3.        | ___________________________ | ___________________________ | ___________________________ |
| PH. ___________________________ |</p>

6.11 State location where elevator maintenance service provided is located ___________________________. (see Technical Specifications)

6.12 Contractor hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal; (c) that Contractor has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that Contractor has not sought by collusion or kickback to obtain any advantage over any other Contractor or over ISU.

Legal Business Name ___________________________.
Legal Business Address ___________________________.
Federal Employment Identification Number (FEIN) ___________________________.
Authorized Signature ___________________________.
Printed Signature ___________________________.
Firm's State or Foreign Country of Residence ___________________________.
Telephone Number ___________________________.
Date ___________________________.

Contractor's representative to contact during normal office hours regarding this proposal:

Telephone number of this representative: ___________________________.
Email address of this representative: ___________________________.
Fax number: ___________________________.
6.13 **Pricing**  
If desired, provide further breakdown on additional sheets.

<table>
<thead>
<tr>
<th>Wallace North</th>
<th></th>
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<tbody>
<tr>
<td>Materials</td>
<td>$______</td>
</tr>
<tr>
<td>Labor</td>
<td>$______</td>
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</table>

<table>
<thead>
<tr>
<th>Wallace South</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Materials</td>
<td>$______</td>
</tr>
<tr>
<td>Labor</td>
<td>$______</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>$______</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$______</td>
</tr>
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</table>

6.14 **Payment Terms**

(Failure to indicate your terms above will mean that if your proposal is accepted, Iowa State University will apply a 5 percent cash discount for payments made within 15 days of receipt of your invoice in the Purchasing Department or completion of the construction project, whichever is later. ISU cannot make payment of an invoice before an item is received, nor can we make a down payment with an order.)

6.15 **Proposed Schedule /Registration**

6.15.1 Work will begin on __________________________

6.15.2 Work will be completed on __________________________

6.15.3 Iowa Dept. of Labor Registration Number __________________________

Expiration date __________________________
PROPOSAL COMPLIANCE FORM

NOTE: Additional copies may be made as necessary.

I hereby certify total compliance with all sections, including all terms, conditions, specifications, and provisions of this Request for Proposal except as expressly stated below.

<table>
<thead>
<tr>
<th>RFP Subsection No.</th>
<th>Page No.</th>
<th>Comments</th>
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Signature

Name

Date
FORM OF PROPOSAL
ATTACHMENT A

CERTIFICATE OF REPORTING

The undersigned hereby certifies that he/she has, filed an Equal Employment Opportunity Data Reporting Form with the one of the Board of Regents, State of Iowa, institutions in the past twelve (12) months.

Company Name

________________________________________

Address

________________________________________

City State Zip Code

________________________________________

Signature of Official Completing this Report Date

NOTE: This should be signed by the same legally authorized representative who signs the proposal.
**INSTRUCTIONS:**

The Board of Regents asks your cooperation in completing this form, which is designed to gather data relative to your work force. Please include the completed form as part of your proposal documents.

1. **EMPLOYMENT DATA:** In the first column, include the current total number of employees. These figures should be indicative of your present work force, not those employees working on a particular Regents project.

<table>
<thead>
<tr>
<th>Total No. of Employees</th>
<th>Minorities</th>
<th>Females</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials &amp; Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plumbers &amp; Steam Fitters</td>
<td></td>
<td></td>
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<tr>
<td>Electrical Workers</td>
<td></td>
<td></td>
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<tr>
<td>Bricklayers</td>
<td></td>
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<tr>
<td>Carpenters</td>
<td></td>
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<tr>
<td>Laborers</td>
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<tr>
<td>Ironworkers</td>
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<tr>
<td>Operating Engineers</td>
<td></td>
<td></td>
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<tr>
<td>Painters</td>
<td></td>
<td></td>
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<tr>
<td>Sheet Metal Workers</td>
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<td></td>
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<tr>
<td>Elevator Contractors</td>
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<tr>
<td>Asbestos Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boilermakers</td>
<td></td>
<td></td>
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<tr>
<td>Roofers</td>
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</tr>
</tbody>
</table>

2. **Company Name** ___________________________ **Area Code/Telephone** ________-

   **Address** ___________________________ **City** ___________________________ **State** ___________________________ **Zip Code** ___________________________

   **Date** ___________________________ **Signature of Official Completing this Report**

**NOTE:** This should be signed by the same legally authorized representative who signs the proposal.
ATTACHMENT C

CONTRACT PERFORMANCE AND PAYMENT BOND FORM

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

of

(hereinafter called the "Principal"), a corporation, partnership, individual duly authorized by law to do business as a construction contractor in the State of Iowa, and

of

(hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the Laws of the State of Iowa, are held and firmly bound unto the Board of Regents, State of Iowa, (hereinafter called the "Obligee"), in the penal sum of ______________ Dollars ($ ___________), lawful money of the United States, for the payment of which well and truly to be made unto the said Obligee, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the ______ day of ____________, 20___, the said Principal entered into a written Agreement with Obligee for "Modernization of two passenger elevators in Wallace Hall, ISU Campus, Ames, Iowa" as set forth in detail in the Proposal Instructions and Conditions, Detailed Specifications, examined the drawings and reviewed the General Conditions of the Contract and other related Contract Documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, If the said Principal shall well and truly perform and complete said project in strict accordance with said Agreement including completion of construction within the time limits specified, together with full compliance with other requirements set forth by Proposal Instructions and Conditions, Detailed Specifications, Drawings and General Conditions of the Contract, and other related Contract documents shall comply with all the requirements of the laws of the State of Iowa, shall pay as they become due all just claims for work or labor performed and materials furnished in connection with said Agreement, and shall defend, indemnify, and save harmless Obligee against any and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind including patent infringement claims except as otherwise provided in said specifications and other Contract Documents, arising out of or in relation to the performance of said work and the provisions of said Agreement, then these presents shall be void; otherwise they shall remain in full force and effect in any manner necessary to guarantee completion of the Contract in full compliance with the Contract Documents and within the construction period stated therein.

The Principal and the Surety on this bond hereby guarantee the full performance of said Agreement by the Principal and hereby covenant and agree to save the Obligee harmless from any and all defaults or failures of the principal to so perform, and to pay, to the extent of the amount of this bond, any and all damages occasioned to the Obligee by the failure of the Principal to fully perform as required under his Contract.

This obligation is made for the use of said Obligee and also for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement and may be sued on thereby in the name of said Obligee. The Principal and Surety on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the Obligee is required to retain until completion of the public improvement, but the Principal and surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.
Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

a. To any extension of time to Contractor in which to perform the contract.

b. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.

c. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of final acceptance of the work the right to sue on this bond for defects in workmanship or material or construction in noncompliance with the Contract Documents not discovered or known to the Obligee at the time such work was accepted.

IN TESTIMONY WHEREOF, The parties hereunto have caused the execution hereof in two (2) original counterparts as of the ___ day of ____________, 20____.

(SEAL)
Attest:  Principal

______________________________  Signed By ______________________________
Name & Title ______________________________

(SEAL)
Attest:  Surety

______________________________  Signed By ______________________________
Name & Title ______________________________
FORM OF PROPOSAL
ATTACHMENT D
BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, ______________________________________

____________________________________________________
as Principal, hereinafter called the Principal, a * ____________________________ duly
authorized by law to do business as a construction contractor in the state of Iowa, and

____________________________________________________
a corporation duly authorized to do a surety business under the Laws of the state of Iowa as Surety,
hereinafter called the Surety, are held and firmly bound unto the Board of Regents, State of Iowa as Obligee,
hereinafter called the Obligee, in the penal sum of

____________________________________________________
($                      ), for the payment of which sum well and truly to be made, the
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid to modernize two passenger elevators located in Wallace
Hall on ISU Campus.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full
force and effect.

Signed and sealed this ______________ day of ____________________________, 20 __________.

____________________________________________________________________________________
(Principal) (Seal)

____________________________________________________________________________________
(Witness)

____________________________________________________________________________________
(Witness)

____________________________________________________________________________________
(Surety) (Seal)

____________________________________________________________________________________
(Title as Attorney-in-Fact)

*One word corporation, partnership, or individual - depending on the nature of the Principal, should be
entered in this blank.