IOWA STATE UNIVERSITY

REQUEST FOR PROPOSAL NO. 63350

FOR

LIFE CYCLE INTERIOR PAINTING & STAINING
AT FREEMAN & LYON RESIDENCE HALLS

Purchasing Department
1340 Administrative Services Building
2221 Wanda Daley Drive
Ames, IA 50011-1004

April 13, 2016
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCHEDULE OF EVENTS</td>
<td>1</td>
</tr>
<tr>
<td>I PROPOSAL INSTRUCTIONS AND CONDITIONS</td>
<td>2</td>
</tr>
<tr>
<td>II SCOPE OF WORK</td>
<td>8</td>
</tr>
<tr>
<td>III GENERAL TERMS AND CONDITIONS</td>
<td>15</td>
</tr>
<tr>
<td>IV GENERAL WORK CONDITIONS</td>
<td>25</td>
</tr>
<tr>
<td>V EVALUATION CRITERIA/PROPOSAL CONTENT</td>
<td>34</td>
</tr>
<tr>
<td>VI FORM OF PROPOSAL</td>
<td>35</td>
</tr>
</tbody>
</table>

## ATTACHMENT

| A Proposal Compliance Form                                             | 38          |
| B Certificate of Reporting                                             | 39          |
| C Equal Employment Opportunity Data Reporting Form                    | 40          |
| D Contract Performance and Payment Bond Form                           | 41          |
| E Bid Bond Form                                                        | 43          |
| F Drawings & Project Schedule                                          | 44          |
### SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
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<td>April 28, 2016</td>
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* Projected date only.
SECTION I
PROPOSAL INSTRUCTIONS AND CONDITIONS

1.0 Iowa State University of Science and Technology (also referred to as Iowa State University, University, ISU, or Owner) in Ames, Iowa, is soliciting proposals from qualified Companies to paint and stain the interior of Freeman and Lyon Residence Halls, Iowa State University, Ames, Iowa 50013.

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. All timely submitted responses from qualified Contractors, that meet the requirements of this Request for Proposal, will be considered.

Bidders should read all proposal materials carefully and note the due date. All questions and comments in reference to the RFP must be directed to:

Matt Linder  
1340 Administrative Services Building  
2221 Wanda Daley Drive  
Iowa State University  
Ames, IA 50011-1004  
Telephone: 515-294-2834  
Fax: 515-294-9606  
mjlinder@iastate.edu

1.1 Proposal Representation Each Contractor by submitting a proposal, acknowledges its representative has done the following.

1.1.1 Construction to start May 9, 2016, with final completion no later than July 28, 2016. (See Section 2.7 and Attachment F)

1.1.2 Read and completely understands the Proposal Documents. The Proposal Documents shall consist of the Proposal Instructions and Conditions, General Terms and Conditions of the Proposal, Project Management/General Work Conditions, Scope of Work, Evaluation Criteria/Proposal Content, the Form of Proposal, Site Plans, any subsequent Addenda issued by ISU, and all Attachments.

1.1.3 Based their proposal upon the requirements described in the Proposal Documents.

1.1.4 Visited the site and is familiar with the conditions under which the Work is to be performed including availability and cost of labor and materials.

1.1.5 Field-verified all measurements provided in these documents. No additional compensation will be made for site measurement discrepancies that could have been made prior to the proposed due date. All measurements on drawings are for informational purposes only.

1.1.6 To maintain Owner's required project schedules, it is necessary that Contractor adhere to the schedules set forth in Section 2.7 and Attachment F. In the event Contractor fails to maintain the schedule in any part without justifiable cause, he shall immediately increase work forces and/or work hours at no additional cost to Owner.
1.2 Receipt and Opening of Proposals

1.2.1 Proposals are to be submitted in a sealed envelope, box or package and labeled "RFP 63350: Freeman & Lyon Halls Interior Painting & Staining". Proposals must be received in the ISU Purchasing Department, 1340 Administrative Services Building (ASB), 2221 Wanda Daley Drive, Ames, Iowa 50011-1004, by 2:00 PM, C.T., April 28, 2016. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as nonresponsive.

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, ASB. The ASB is located at the southwest corner of the intersection of Stange Road and 13th Street.

1.2.2 Pre-Bid Conference/Site Tour A pre-bid conference followed by a site tour will be held on Thursday, April 21, 2016 at 1:00 PM in room 1222 Administrative Services Building. The purpose of the conference is to answer questions and provide further clarification as may be required. Please hold all questions pertaining to the RFP until this meeting. Verbal statements made by ISU Representatives at this meeting, regarding change in the request for proposal, will not be considered binding, unless confirmed by written addenda. **Attendance at the pre-bid 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.**

1.2.3 Accept/Reject Proposals

1.2.3.1 ISU reserves the right to accept or reject any or all proposals.

1.2.3.2 Proposals may be rejected because of faulty specifications, abandonment of the project, insufficient funds, evidence of unfair procedures, failure to provide proposal security when required, evidence of contractor's financial instability, or by the Assistant Vice President of Business Services or designee if, in their opinion, the best interests of the University will be served.

1.2.4 No proposal submitted by use of oral or telephonic methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Contractor should make allowance for the time required for such transmission.

1.2.5 Contractor's legally authorized representative (Contractor Officer) shall sign the proposal. The official name, address, telephone, and fax number are to be stated on the proposal form. E-mail addresses are to be included if applicable.

1.2.6 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.2.7 The laws of the State of Iowa require the contents of all proposals 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 proposal. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, financial arrangements, and other offers cannot be considered proprietary information.

**Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, Section VI, shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.**
1.2.8 All opened proposals become the property of ISU and will not be returned to the offeror.

1.2.9 Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of proposals.

1.2.10 Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with these Proposal Instructions and Conditions.

1.2.11 No proposal may be modified or withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of proposals.

1.2.12 All erasures or corrections are to be initialed by the person(s) signing the proposal.

1.2.13 Failure to comply with the requirements of this RFP or evidence of unfair procedures is cause for rejection of the proposal. Failure to supply information requested is cause for rejection of the RFP as being nonresponsive.

1.2.14 Nonacceptance of a proposal will mean that one or more proposals were deemed more advantageous to ISU or that all proposals were rejected. Firms whose proposals are not accepted will be notified after an agreement between ISU and selected Contractor(s) exist, or after ISU has rejected all proposals.

1.2.15 This Request for Proposal does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of proposals.

1.2.16 Failure of the selected Contractor to fulfill the provisions of this proposal shall in no way relieve the obligation of Contractor to furnish all material, labor and equipment necessary to carry out the provisions of the contract, nor shall such failure constitute grounds for extra compensation over the price stated in the accepted proposal.

1.3 Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all holders of Proposal Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the proposal Documents and shall be acknowledged in the Form of Proposal.

1.4 Qualifications of Contractor

1.4.1 Contractors shall file with each proposal a completed Board of Regents Equal Employment Opportunity Data Reporting Form as included in the Proposal Documents OR certify on the Certificate of Reporting, also included herewith, that an Equal Employment Opportunity Data Reporting Form has been filed with Board of Regents Equal Employment Opportunity Compliance Officer. Contractor's attention is called to the requirements of the Code of Fair Practices of the General Conditions of the Contract.

1.4.2 Nonresidents corporations must be legally authorized to carry on such business in the State of Iowa.

1.4.3 Owner gives preference to use of Iowa domestic labor in the constructing or building of any public improvement.
1.4.4 Owner may make such investigations as deemed necessary to determine the ability of Contractor to perform the Work, and Contractor shall furnish to Owner all such information and data for these purposes as Owner may request. Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, a Contractor fails to satisfy Owner that Contractor is properly qualified to carry out the obligations of the Contract and to complete the Work stated therein.

1.4.5 Contractor and all subcontractors that are utilized shall be registered with the Iowa Labor Commissioner according to the provisions of Chapter 91C of the Code of Iowa. Contractor's (contractor's) registration number shall be included on the Form of Proposal. Registration forms can be obtained from the Iowa Division of Labor at 1000 East Grand Avenue, Des Moines, IA 50319 (phone no. 515-242-5871). In the event that the selected Contractor is not registered by the date ISU intends to make an award, Contractor will be allowed 10 calendar days to complete registration. If the registration number is not provided by the tenth calendar day, the award may be made to another Contractor.

1.5 Formation of Agreement ISU may take the following action in order to form an Agreement between ISU and selected Contractor.

1.5.1 Accept a proposal, as written, by issuing a written "Notice of Award" to selected Contractor that incorporates the Proposal Documents by reference and accepts all or selected portions of Contractor's proposal. The "Notice of Award" will be in the form of an ISU purchase order.

1.6 Gratuitities The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

1.7 Tie Proposals

1.7.1 The Purchasing Department will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practicable, the drawing will be held in the presence of the Contractors who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.

1.7.2 Whenever a tie involves an Iowa firm versus a firm outside the State of Iowa or Iowa-produced or Iowa-manufactured products versus items produced or manufactured outside the State of Iowa, the Iowa Preference Law will prevail.

1.8 References All offers shall provide examples of their experience in work similar to this project if requested by ISU.

1.9 Targeted Small Business (TSB) By submitting an offer in response to this proposal solicitation, Contractor warrants that it has taken documented steps to encourage the participation of Targeted Small Businesses for the purpose of subcontracting and supplying of materials.

1.10 Bid Security

1.10.1 Bid Security for Other Than Targeted Small Business Companies

1.10.1.1 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 should be placed in a separate envelope, marked "Bid Security for RFP No. 63350". Proposals not accompanied by bid security will not be read and will be returned to the Company. Proposals accompanied and secured by any other form of bid security shall automatically be disqualified.
1.10.1.2 Certified checks and cashier's checks shall be made payable to the Board of Regents, State of Iowa.

1.10.1.3 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 E) 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.

1.10.1.4 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.

1.10.1.5 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 opening.

1.10.1.6 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.

1.10.2 Bid Security for Targeted Small Business Companies

1.10.2.1 On projects where proposal amount exceeds $50,000, the instructions in Paragraph 1.10.1 for Other Than Targeted Small Business Companies apply.

1.10.2.2 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.

1.11 Substitutions

1.11.1 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 drawings, 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.

1.11.2 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.

1.11.3 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.
1.12 **Contract Performance and Payment Bond**

1.12.1 A 100% surety bond will 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. Contractor shall be required to furnish two (2) copies of the executed Contract Performance and Payment Bond, on the form included herein (refer to Attachment D). The surety on such bond shall be a surety company duly authorized to do business in the State of Iowa. Attorneys-in-fact who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.12.2 Upon request and notification of award, the Contract Performance and Payment 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.

1.13 **Preference Laws**  
ISU shall give preference to purchasing from Iowa based business if the offers submitted are comparable in price to those submitted by other Companies and meet required specifications, according to Iowa Code 73.1.

1.14 **Taxes – Federal, State and Local**  
ISU is exempt from Federal Excise Taxes, State and Local Sales and Use Taxes. A Tax Exemption certificate will be furnished upon request.

1.15 **Exceptions**  
Bidders wishing to take exception to any terms and conditions of the RFP should do so on Attachment A of the RFP. Exceptions must be taken point-by-point. Taking blanket exceptions to the terms and conditions may cause ISU to consider your proposal as non-responsive and not eligible for award.

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

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

1.17 **Electronic Copies of the Proposal**  
Vendors may request electronic copies of the RFP by contacting Matt Linder at mjlinder@iastate.edu or by accessing ISU’s bid website at:

http://www.purchasing.iastate.edu/vendors/
SECTION II
SCOPE OF WORK

2.0 ISU is soliciting proposals from qualified Companies to paint and stain the interior of Freeman and Lyon Residence Halls, Iowa State University, Ames, Iowa 50013.

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

2.2 All materials shall be installed in accordance with the scope of work, drawings and the procedures established by the material manufacturer. Should the manufacturer’s instruction conflict with the Contract Documents, request clarification from Owner before proceeding.

2.3 Warranties

2.3.1 Materials All products shall be installed according to manufacturer’s specifications so all warranties will be in effect.

2.3.2 Installation Provide a Contractor’s 1-year guarantee against defects in materials and workmanship.

2.4 Summary of Work

2.4.1 Work to include but is not limited to:

2.4.1.2 Patch existing surfaces that require paint, including filling of gouges and of holes. Match existing wall and ceiling finish textures. Patch is to extend at least one (1) inch below where base was removed from wall (maximum of three (3) inches from subfloor).

2.4.1.2 Painting of interior surfaces to include gypsum board walls and ceilings, convector covers and previously painted window trim metals doors, stairway handrails and spindles. Paint is to extend at least one (1) inch below where base was removed from wall (maximum of three (3) inches from subfloor). Note that the window trim and stairway handrails and spindles currently stained shall not be painted. These items will be re-stained and re-varnished (see section 2.4.1.3).

2.4.1.3 Cleaning, sanding, filling, re-staining, and re-varnishing wood doors, non-painted window trim, trim, built-in shelves, base, and stairway handrails and spindles currently stained.

2.4.1.4 Stain and varnish new owner provided shoe molding to match existing trim. Shoe molding to be installed by others. This work can be done ahead of the scheduled project start date.

2.4.2 Products:

2.4.2.1 Student Rooms: Sherwin Williams Pro-Mar 200 Eggshell interior latex enamel tinted Berkshire White or Diamond Vogel DE-1531 Eggshell Latex enamel tinted Berkshire White for ceilings and walls. Apply one (1) coat over the same color paint and two (2) coats over different colors for complete coverage. Refer to Drawings for colors and locations.

2.4.2.2 Corridors/Stairways: Sherwin Williams Pro-Mar 200 Semi-gloss interior latex enamel tinted Berkshire White or Diamond Vogel DE-1531 Semi-gloss latex enamel tinted Berkshire White for ceilings, metals door frames, and walls. Same coverage conditions apply as in 2.4.2.1. Note there are murals to paint around. Refer to Drawings for locations.
2.4.2.3 Dura-bond 90 for ceiling and wall repairs.

2.4.2.4 Sheetrock Lightweight Drywall Compound for ceiling and wall repairs.

2.4.2.5 Sherwin Williams DTM Acrylic Coating for metal doors and door frames, tinted to match existing.

2.4.2.6 Exterior acrylic latex caulk, 15 years or better.

2.4.2.7 Sherwin Williams ProBlock Primer Sealer.

2.4.2.8 Old Master Wiping Stain, 120 Dark Walnut to match existing wood surfaces (available at Diamond Vogel or Lowe’s). Verify match with Owner prior to start of work.

2.4.2.9 Apply two (2) coats of MinWax Marine Spar satin sheen varnish on wood doors, wood stained window trim, trim, built-in shelves, base, and stairway handrails and spindles currently stained. Refer to sections 2.4.3 and 2.4.4 below.

2.4.3 Surface Inspection:

2.4.3.1 Examine surfaces scheduled to be painted for conditions that will adversely affect execution, performance or quality of Work, and which cannot be corrected by normal cleaning, sanding or filling.

2.4.3.2 Do not proceed with surface preparation or coating application until conditions are suitable. Application of finish to surface constitutes acceptance of that surface.

2.4.4 Surface Preparation:

2.4.4.1 Wash previously finished surfaces with detergent chemical solution to remove dust, dirt, loose finish and oils. After washing and drying, sand to provide proper bonding surface for new coatings, and to feather the edge of damaged finished surface areas. Remove any paint from stained/varnished wood surfaces.

2.4.4.2 Fill and finish holes and cracks in surfaces. All patching to be finished to match existing surface texture. Fill holes in wood to be stained with sandable/stainable plastic wood filler.

2.4.4.3 Prepare unfinished surfaces to be finished as follows:

a. Wood: Sandpaper to smooth even surface, dust off and wipe clean. Touch up all knots and pitch pockets with shellac on interior wood and with outside sealer on exterior work. After priming coat has been applied, fill nail holes, irregularities and cracks. Use plastic wood filler for transparent finish and putty for painted Work.

b. Ferrous Metal: Wash surfaces with mineral spirits to remove dirt or grease before applying paint. Where rust or scale is present, wire brush and sandpaper clean. Wire brush and spot prime shop coats of paint that have become marred.

c. Galvanized Metal: Thoroughly clean as recommended by primer manufacturer.

d. Gypsum Board: Fill and smooth holes and cracks with vinyl latex base spackling paste. Apply no finish or sealer on gypsum board when moisture content exceeds sixteen percent (16%).
2.4.4.4 Completely remove mold or mildew, wash surface with a neutralizing solution, rinse and allow to completely dry before finishing.

2.4.4.5 For existing finished surfaces scheduled for new finish, the primer coat may be eliminated if the existing finish is cleaned, in good condition and is compatible with scheduled finish coats. Elimination of primer coat is only upon approval of Owner.

2.4.5 Protection:

2.4.5.1 All furniture will be removed by Owner prior to beginning of Work.

2.4.5.2 Protect adjacent Work, materials and equipment from damage due to finishing operations by use of masking, drop cloths, temporary enclosures, etc.

2.4.5.3 Upon completion in each room, remove finish from floors, glass or other surfaces not specified to receive finish. Refer to Section 2.4.8.

2.4.6 Painting and Varnishing:

2.4.6.1 Be responsible for adhering to all established University and OSHA safety guidelines.

2.4.6.2 Be responsible for removing, cleaning, and reinstalling equipment removed for painting purposes, such as cover plates, grilles, access doors, etc. Replace lost material at no cost to Owner.

2.4.6.3 Carefully mask around non-painted items which are built in or cannot be easily removed.

2.4.6.4 Apply finish materials with suitable brushes or rollers as recommended by manufacturer and approved by Owner. **No spraying equipment will be allowed.**

2.4.6.5 Comply with recommendations of product manufacturer for application method and for drying time between succeeding coats.

2.4.6.6 Keep equipment clean and in proper condition to provide the best quality work.

2.4.6.7 Apply materials under adequate illumination, evenly spread and smoothly flowed on to avoid runs, sags, unpainted sports, brush marks, air bubbles and roller stipple.

2.4.6.8 Make edges of finish adjoin other materials or colors clean and sharp with no overlap.

2.4.6.9 Finish whole wall or surface as scheduled.

2.4.6.10 Sand and dust between coats until completed coat has been inspected by Owner.

2.4.6.11 Do not apply additional coats until completed coat has been inspected by Owner.

2.4.6.12 When color, stain, dirt or undercoats show through final coat of finish, apply additional coats until finish film is of uniform color and texture, at no extra cost to Owner.
2.4.6.13 Finish covered and uncovered pipes and ducts that pass through finished space. Match color of adjacent surfaces. **Do not paint smooth, white plastic PVC pipe insulation covering.**

2.4.6.14 Paint surface conduit and accessories to match adjacent surfaces.
2.4.6.15 Leave moldings and ornaments clean and true to details with no undue amount of finish in corners or depressions.

2.4.6.16 Paint head and jamb returns to door and window trim.
2.4.6.17 Paint pipe chase access panels and picture molding to match adjacent surfaces.
2.4.6.18 Faux wood door frames and elevator doors will not be painted.
2.4.6.19 If rust or stains are present on grilles, prep and paint with Kryon white, gloss, spray enamel.

2.4.7 Varnishing:
2.4.7.1 Refer to section 2.4.6.
2.4.7.2 Contractor to slightly roughen old finish and fill small holes with wood sandable/stainable plastic wood filler.
2.4.7.3 Contractor to apply matching stain to entire surface to hide scratches and imperfections.
2.4.7.4 Contractor to apply two (2) coats of MinWax Marine Spa satin sheen varnish.

2.4.8 Field Quality Control:
2.4.8.1 Request review of first finished room, space or item of each color scheme required by Owner for color, texture and workmanship.
2.4.8.2 Finish remaining room, space or item to match first acceptable room, space or item as project standard of quality.

2.4.9 Cleaning:
2.4.9.1 Clean woodwork, hardware, floors, glass and other adjacent material when directed by Owner.
2.4.9.2 Remove finish from glass. Contractor to be responsible for reimbursing ISU for the cost involved in replacing glass scratched or damaged from finish or cleaning operations.
2.4.9.3 Clean hardware and other unfinished surfaces using lacquer thinner, denatured alcohol or paint remover. Do not use edge tools or abrasives.
2.4.9.4 Remove excess material and debris resulting from Work of this section. Leave entire Work in neat, clean condition.
2.4.9.5 Do not place debris in University dumpsters.
2.4.9.6 Follow all established University practices and EPA guidelines when working with and disposing of hazardous materials.
2.4.9.7 Clean plumbing fixtures that were used by Contractor to a sanitary condition, free of stains.

2.4.10 Contractor will not use bathroom sinks for construction activities of any kind. Utility sinks in custodial closets may be used for cleaning tools if the sink is kept clean. Contractor shall take care that materials are not disposed of down drains.

2.4.11 All windows and exterior doors must be closed at the completion of each day’s Work.

2.4.12 Temporary Sanitary Facilities: Owner will provide access to public bathrooms in each building. Drinking water will be available from drinking fountains throughout the building. Contractor shall take care to ensure existing facilities are not damaged. Repair of any damage to or cleaning resulting from usage of student room bathrooms will be responsibility of Contractor.

2.4.13 Any doors that are removed must be placed back in the exact location where they were removed.

2.5 Working hours for the project shall be established with the Owner’s Representative. Owner’s Representative will arrange for automatic unlocking and locking of exterior doors according to the established working hours. Building entry doors shall not be propped open except when Contractor is actively moving materials in or out of the building.

2.6 Protect all pedestrian traffic by erecting temporary construction fencing, barricades and signage that is necessary to protect the public. Protect all doors so that building access and egress is maintained, and so that pedestrian traffic is protected from the possibility of falling objects during the course of work.

2.7 **Construction Schedule** Final completion to be no later than July 28, 2016. See Attachment F for more detail.

Dates may be adjusted if Contractor completes tasks prior to scheduled Furniture Installation and Cleaning Dates. Work is to be performed within the following scheduled dates. The bidder acknowledges by submission of their proposal that they will conform to the project schedule and work cooperatively with Owner and all other Contractors to achieve the milestone completion dates. Contractor shall plan to mobilize multiple times and/or with multiple crews, if necessary, to compete the Work.

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<th>Both</th>
<th>Stain Quarter Round</th>
<th>May 9 to 13</th>
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<tr>
<td>Lyon</td>
<td>Paint &amp; Varnish 2nd Floor</td>
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<tr>
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<td>Lyon</td>
<td>Paint Punch List &amp; Touch-Up 2nd Floor</td>
<td>July 12 to 15</td>
<td>4 Days</td>
</tr>
<tr>
<td>Freeman</td>
<td>Paint Punch List &amp; Touch-Up 4th Floor</td>
<td>July 18 to 22</td>
<td>4 Days</td>
</tr>
<tr>
<td>Freeman</td>
<td>Paint Punch List &amp; Touch-Up 2nd Floor</td>
<td>July 22 to 27</td>
<td>4 Days</td>
</tr>
</tbody>
</table>

| Freeman         | Paint & Varnish 3rd Floor | May 13 to 26 | 10 Days |
| Freeman         | Paint & Varnish 1st Floor | May 26 to June 9 | 10 Days |
| Lyon            | Paint & Varnish 3rd Floor | June 9 to 22 | 10 Days |
| Lyon            | Paint & Varnish 1st Floor | June 22 to July 6 | 10 Days |
| Lyon            | Paint Punch List & Touch-Up 3rd Floor | July 7 to 12 | 4 Days |
The buildings will be unoccupied, and Contractor will be allowed 24 hours/7 day access to the building during this time frame.

If Contractor fails to progress accordingly to the project schedule, including updated revisions, they shall promptly implement additional means and methods of construction to make up for lost time and complete Work in accordance with the project schedule at no additional cost to Owner, except as specifically provided for in the conditions of the contract.

If Owner notifies Contractor of any change in the project schedule or if other conditions arise which are likely to cause delay, Contractor shall notify Owner, in writing, within two (2) days of notice or occurrence of condition. This notice shall document the effect of any such change or other condition upon the project schedule and shall provide recommendations for revising the project schedule.

2.7.1 Pre-Construction Meeting: Owner will schedule a pre-construction meeting after the notice of award has been issued. Attendance by Owner, Contractor and Contractor’s Superintendent will be required. Contractor shall review durations for the Work identified in the project schedule prior to the pre-construction meeting.

2.7.2 Weekly Coordination Meetings: Contractor’s Superintendent shall attend weekly coordination meetings scheduled by Owner. The purpose of these meetings will be to plan the next week’s activities. Contractor will be required to attend these meetings and the prior week’s meetings for weeks Contractor will be performing the Work.

2.7.3 Contractor’s Daily Reports: Contractor’s Superintendent shall maintain a daily log of the construction process, beginning upon mobilization on site. Contractor may use their own form, or a construction industry standardized form. Reports are to be submitted to Owner on a weekly basis. Payment may be withheld for incomplete, inaccurate, or missing reports. Report to include, but is not limited to the following:

2.7.3.1 Day of week and date
2.7.3.2 Contractor name, project name
2.7.3.3 Temperature and weather conditions
2.7.3.4 Work force on site, itemized by labor type
2.7.3.5 Identification of material purchased and/or delivered
2.7.3.6 Work performed each day
2.7.3.7 Problems, delays, unforeseen conditions, or other issues
2.7.3.8 Deficiency notes, and corrective work performed
2.7.3.9 Special assignments, added scope (work), and authorization
2.7.3.10 Superintendent’s signature

2.8 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 approved landfills approved to handle and receive the specific types of waste that are being disposed. Any costs associated with the disposal of debris shall be paid by Contractor. Debris is not to be placed in University dumpsters or dumpsters supplied by other Contractors. 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. In addition to the requirements for clean up listed in the General Work Conditions, Contractor shall clean up all Contractor provided materials spilled on or around the area of Work.

2.9 Contractor shall designate two (2) competent persons for the project, one of which will be on-site at all times during the Work.
2.10 **Background Checks**

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

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

2.10.2.1 Each employee Contractor 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.

2.10.2.2 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).

2.10.2.3 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.

2.10.2.4 The criminal background check must have been conducted prior to the date the Contractor assigns the employee to an ISU Department of Residence facility.

2.10.2.5 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.

2.10.2.6 Contractor shall obtain any required consent from the employee and shall comply with the Fair Credit Reporting Act as applicable.

2.10.2.7 If Contractor has or obtains other criminal background information, including police reports and arrest information, which potentially disqualifies an employee otherwise deemed eligible by Contractor to provide services, Contractor shall promptly notify ISU.

2.10.3 Contractor 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 compliance.

2.11 **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 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 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 cost 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 any time 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 will comply with all relevant provisions in Executive Order 11246 as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". Contractor will furnish all information and reports requested by the Board of Regents, State of Iowa, or its institutions or required by or pursuant to the rules and regulations thereof and will also permit access to its payroll and employment records by the Board of Regents, State of Iowa, or its institutional representatives for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

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, that 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**

3.8.1 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.
3.8.2 Minimum insurance coverages and requirement are as follows:

3.8.2.1 Commercial General Liability

- General Aggregate $2,000,000
- Each Occurrence Limit $1,000,000

3.8.2.2 Automobile

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

3.8.2.3 Umbrella Liability

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

3.8.2.4 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.
- Worker’s 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.

3.8.3 Additional Requirements

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

3.8.3.2 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 Automobile 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 20 37 endorsements or older editions and attached to the certificate of insurance.

3.8.3.3 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.

3.8.3.4 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.
3.8.3.5 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.

3.8.3.6 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.

3.8.3.7 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.

The certificate must be mailed or faxed to:
Iowa State University
Purchasing Department
1340 Administrative Services Building
2221 Wanda Daley Drive
Ames, IA 50011-1004
Phone: 515-294-4860
Fax: 515-294-9606

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 Taxes

3.13.1 Except when sales tax exemption certificates are provided by Owner in accordance with Paragraph 3.13.2, Contractor shall pay sales, consumer, use, and similar taxes for the Work or portions thereof provided by Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
3.13.2 Iowa Construction Sales Tax Exemption Certificates and authorization letters will be provided by Owner to Contractor and Subcontractors for use on this project in accordance with the regulations of the Iowa Department of Revenue and Finance. This exemption certificate will authorize suppliers to sell construction materials that will be incorporated into and made part of the Work exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax. Complete information on qualifying materials can be found on the Iowa Department of Revenue and Finance website at www.state.ia.us/tax. It is the responsibility of Contractor and Subcontractors to maintain records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on the project are subject to sales and local option taxes and these taxes must be paid directly to the Iowa Department of Revenue and Finance.

3.13.3 Nonresident Contractors shall obtain and furnish to Owner a release from tax liability from the Iowa Department of Revenue and Finance before final payment may be made.

3.14 **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.

3.15 **Safety**

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

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

3.15.2 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.

3.15.3 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.

3.16 **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.
3.17 **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.

3.18 **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.

3.19 **Delays and Extensions of Time**

3.19.1 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.

3.19.2 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.

3.20 **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.

3.21 **Clean-up**

3.21.1 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.

3.21.2 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.

3.21.3 If Contractor should fail to clean up the premises as required in the above subsections 3.21.1 and 3.21.2, Owner after giving Contractor 48 hours notice, may do so and charge the cost thereof to Contractor.

3.22 **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 Section 3.24 of the General Terms and Conditions of the Proposal.

3.23 **Contract Change Order**
3.23.1 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.

3.23.2 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.

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

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

3.23.4 It shall be the responsibility of Contractor before proceeding with any change to satisfy themselves 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.

3.23.5 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.

3.23.6 No change or additional work is authorized unless approved by the ISU Purchasing Department.
3.24 **Claims for Additional Cost**

3.24.1 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 endangering life or property in which case Contractor shall proceed in accordance with paragraph 3.23. 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.

3.24.2 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.

3.25 **Guarantee**

3.25.1 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.

3.25.2 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.

3.26 **Warranty**

3.26.1 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.

3.26.2 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.

3.27 **Contract Close-Out**

3.27.1 When Contractor considers the work complete, notification is made to Owner's representative: Mike Stecker; phone 515-290-0042.

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

3.27.3 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.
3.28 **Schedule of Values**

3.28.1 Contractor shall submit to Owner one (1) copy of a schedule of values.

3.28.2 The schedule of values shall include as many line items as is necessary to identify various portions of the Work and assist Owner in assessing the value of labor and materials to be itemized in subsequent applications for payment.

3.28.3 Each line item, as applicable, shall be divided to represent the quantity or number of units and the value of labor, material and total. Each value, as itemized, shall include its share of overhead, profit and other costs that may properly be attributed to it.

3.28.4 The sum of all itemized values shall be equal to the Contract Sum.

3.29 **Progress Payments**

3.29.1 Contractor may submit requests for partial progress payments, accompanied by a breakdown reflecting the submitted schedule of values. 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.

3.29.2 Owner shall pay 100% of the invoice amount up to 95% of that contract 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.

3.30 **Final Acceptance and Payment**

3.30.1 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.

3.30.2 If at the end of the thirty-day period referred to in subparagraph 3.32.1 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.
3.30.3 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 may necessary to protect Owner from loss because of:

3.30.3.1 defective work not remedied;
3.30.3.2 third party claims filed pursuant to Chapter 573 of the Code of Iowa or reasonable evidence indicating probable filing of such claims;
3.30.3.3 reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
3.30.3.4 reasonable evidence that the work will not be completed within the contract time;
3.30.3.5 unsatisfactory prosecution of the work by Contractor;
3.30.3.6 damage to Owner or another contractor.
SECTION IV
GENERAL WORK CONDITIONS

4.0 Supervision and Construction Procedures

4.0.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instruction concerning these matters.

4.0.2 The Contractor shall be responsible to Iowa State University for acts and omissions of the Contractor’s employees, subcontractors and their agents and employees and other persons performing portions of the Work under a contract with the Contractor.

4.0.3 The Contractor shall perform all work so as to cause a minimum of inconvenience to and interruption of the Iowa State University’s operations. Any and all interruptions of the operations of Iowa State University necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give Iowa State University time to adjust its operations accordingly. Contractor’s failure to give Iowa State University timely notice of such intentions shall place the responsibility for any resulting delays, additional costs or other liabilities solely with the Contractor.

4.0.4 Prior to commencing the Work, the Contractor shall contact all affected entities supplying utilities and arrange for the moving of such utility installations as is necessary for the performance of the Work. It shall be the responsibility of the Contractor to coordinate the Work with that of the affected entities in such a manner as to cause the least possible interference.

4.1 Contractor Conduct/Sexual Harassment

4.1.1 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

4.1.2 Iowa State University will not tolerate sexual harassment. Sexual harassment is a form of sex discrimination as defined in the Code of Iowa and, as such, is illegal under both federal and state law.

4.1.3 Sexual harassment is defined as unwelcomed advances, verbal or physical conduct of a sexual nature, or requests for sexual favors when submissions to such behavior is made a condition or status of employment.

4.2 Permits, Fees and Notices

4.2.1 The Contractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

4.2.2 All construction under this contract shall conform to the requirement 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 government bodies’ regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
4.3 **Safety of Persons and Property**

4.3.1 The Contractor shall take reasonable precautions for safety or, and shall provide reasonable protection to prevent damage, injury or loss to:

a. employees on the Work site and other persons who may be affected by the Work;

b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4.3.2 **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.

4.3.3 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulation and lawful orders of public authorities bearing safety of persons or property of their protection from damage, injury or loss.

4.3.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying University and users of adjacent sites and utilities.

4.3.5 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, The contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

4.3.6 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, any Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in party by a party indemnified hereunder.

4.3.7 The 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, and sound construction practice. The Contractor shall prepare, implement and enforce a project safety plan for the purpose or 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. The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents.

4.3.8 The Contractor shall not load or permit any part of the construction or site to be loaded as to endanger its safety.
4.3.9 The Contractor shall comply with provisions of Chapter 88 of the code of Iowa pertaining to Occupation Safety and Health Administration (OSHA) entrance and inspections which states that the State Labor Commissioner or State Labor Commissioner’s representative upon presenting appropriate credentials to the University, operator or agent in charge, is authorized:

a. to enter without delay and at reasonable times a factory, plant, establishment, construction site, or other area, work place or environment, where work is performed by an employee or an employer;

b. to inspect and investigate during regular working hours and other reasonable times, and within reasonable limits, and with a reasonable manner, any such place or employment and all pertinent conditions, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any such employer, University, operator, agent or employee.

4.3.10 Absolutely no alcoholic beverages or use or illegal drugs will be permitted on the site.

4.4 Emergencies In an emergency affecting safety or persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss.

4.5 Fire Protection

4.5.1 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 the Owner’s present equipment.

4.5.2 Preparation of flammable compounds inside the building is prohibited.

4.5.3 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.

4.5.4 Hot Work Procedures 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.

a. 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. The recommendations of the Hot Work Supervisor must be documented and posted at each location of hot work. All incidences of hot work and precautions taken shall be documented in the Contractor daily reports.

b. Before proceeding with hot work, combustible materials within 35 feet of the work zone must be removed and any openings in walls, floor or ducts that are within 35 feet of the work zone must be covered to eliminate ravel 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.
c. 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 designated 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.

d. 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 not work activities whenever possible. All fire detection and alarm system devices shall be covered as required to prevent unintended activation and false alarms.

e. 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 prepared to take emergency action during hot work activities and for a minimum period of 30 minutes after work is complete.

4.6 **Iowa Hazardous Chemical Risks Right to Know Law**

4.6.1 **University's Responsibility** University shall provide to the Contractor a list of known hazardous chemicals within the Project site to which their employees may be exposed and suggestions for appropriate protective measures.

4.6.2 **Contractor's Responsibility**

a. All work on the Project shall be in accordance with the Iowa Hazardous Chemical Risks Right to Know Law (Iowa Administrative Code 875, Chapter 110).

b. Contractor shall provide to the University a list of known hazardous chemicals that they anticipate will be used on site as well as other pertinent information relating to employee protection. Contractor’s Material Safety Data Sheets (MSDS) shall be available to University upon request.

4.7 **Hazardous Materials** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless and is not shown on the Contract Documents or identified in the Contract documents to be within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to Iowa State University in writing. The Work in the affected are shall not thereafter be resumed if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless.

4.8 **Use of Site**

4.8.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonable encumber the site with materials or equipment.

4.8.2 Construction activities, including materials storage, shall be limited to the areas shown on the drawings or otherwise designated by the University’s Representative. Contractor personnel may not enter or use building or facilities adjacent to the contraction site. Where the project requires work within an existing building, Contractor personnel shall be limited to the construction area designated. The Contract shall maintain all facility exits and passageways in a continually usable condition and promptly inform the University’s Representative on any activities that may interfere with exits or passageways.
4.8.3 Smoking is prohibited in all ISU buildings. No smoking or use or smokeless tobacco will be permitted inside a building under construction whether enclosed or not. No food or drink, other than drinking water, will be allowed inside the building except in areas specifically designated and maintained by the Contractor for this purpose. Absolutely no alcoholic beverages or use of illegal drugs will be permitted on the site.

4.8.4 The Contractor shall take all necessary precautions to prevent damage to pipes, conduits and other underground structures. The Contractor shall protect from disturbance or damage all monuments and property marks until an authorized agent of the University has witnessed or otherwise referenced their location and the Contractor shall not remove such marks or monuments until directed.

4.8.5 The Contractor must provide the Owner with a job site telephone number and after hour emergency telephone number that is answered on a 24 hour basis and must maintain these current throughout the duration of the project.

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

4.10 **Site Maintenance**

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

4.10.2 The Contractor shall maintain the site and adjacent premises in a clean, safe and orderly condition. Where work is occurring in an existing facility, the Contractor is responsible for erecting and maintaining dust partitions and other barriers such as required to keep dust and construction debris confined to the site. The 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.

4.10.3 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. Provide waste receptacles at convenient locations and provide regular collection of wastes, litter including building material wastes and sanitary sewers. The Contractor shall dispose of all rubbish and debris off-campus in an approved landfill area.

4.10.4 The Contractor shall take appropriate measures to control run-off from the site during and following construction including but not limited to the following:

a. Access roads to and through the site must be maintained such that dirt and debris will not be tracked onto adjacent roadways. The Contractor is responsible for removal of any dirt or debris accumulations from roads and streets adjacent to the site daily. Construction entrances adjacent to public/private roads shall be graveled immediately to prevent vehicle tracking. Consider use of geotextiles beneath these graveled areas. The Contractor shall promptly clean up site material tracked onto adjacent streets/property.
b. Maintenance of all temporary and permanent erosion control measures is the responsibility of the contract. Cleaning of silt control devices shall begin when the have lost 50% of their capacity. All storm water inlets, both inside and adjacent to the site, must be adequately protected with silt fence, rip-rap, compost socks, straw bales, sediment traps or other approved methods.

c. Provide designated areas for concrete truck washouts that have controlled outlets. No disposal of concrete waste is allowed on campus other than areas designated by the Contractor within the construction site.

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

a. The Contractor shall remove to the University’s satisfaction, all asphalt or concrete spilled on or around the buildings. Concrete and asphalt debris and similar debris shall be deposited off campus.

b. Where excavation activities result in excess top soil to be disposed of, this material shall be deposited on campus as directed by the University’s Representative and leveled and shaped to match the surrounding terrain.

4.11 Existing Utilities and Structures

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

4.11.2 Existing utilities shall be adequately protected from damage due to construction by Contractor. The 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 service, shall be furnished by the Contractor. Where new excavation is below the support line of existing structures, sheeting or other approve procedures shall be utilized. Cost of repairing any damages to existing utilities shall be paid by the Contractor without expense to the University or other utilities. The University reserves the right to repair any existing utility damaged by the Contractor, at the Contractor’s expense.

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

4.11.4 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 the University’s Representative. The University Representative will make a determination as to nature of utility and direct the Contractor as to what action is to be taken.
4.11.5 No valve, switch or other control of the existing utility systems shall be operated for any purpose by the Contractor without prior approval of the University.

4.12 **Utility Locates**

4.12.1 The University 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. to 3:00 p.m. except during University holidays. Locates shall be scheduled 48 hours prior to work commencing.

4.12.2 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 w/ white letters</td>
<td>Red</td>
<td>Red dots</td>
</tr>
<tr>
<td>Telephone &amp; Data (fiber optic)</td>
<td>Orange w/ white letters</td>
<td>Orange</td>
<td>Orange dots</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>Yellow w/ black letters</td>
<td>Yellow</td>
<td>Yellow dots</td>
</tr>
<tr>
<td>Steam/Steam Tunnels/Condensate</td>
<td>Yellow w/ blue letters</td>
<td>Yellow</td>
<td>Yellow circle w/ blue center</td>
</tr>
<tr>
<td>Domestic Water</td>
<td>Blue w/ white letters</td>
<td>Blue</td>
<td>Blue dots</td>
</tr>
<tr>
<td>Chilled Water</td>
<td>Blue w/ red letters</td>
<td>Blue</td>
<td>Blue circle w/ red center</td>
</tr>
<tr>
<td>Sanitary Sewer</td>
<td>Green w/ black letters</td>
<td>Green</td>
<td>Black circle w/ green center</td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>Green w/ white letters</td>
<td>Green</td>
<td>White circle w/ green center</td>
</tr>
</tbody>
</table>

4.12.3 Contractor shall request locates of University owned utilities through the University’s Representative. The Contractor shall assign one person to work with the University locator. The Contractor shall sequence requests for utility locates in accordance with the work schedule to minimize the number of times each utility must be located.

4.12.4 The accuracy of the locates shall be plus or minus three (3) feet in plan 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.

4.12.5 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** – CenturyLink, Iowa Communications Network–State of Iowa, Windstream, ICS Advance Technologies, Iowa Network Services
b. **Cable TV** – Mediacom
c. **Natural Gas** – Alliant/IES Utilities or Northern Natural Gas Company
d. **Water** – City of Ames
e. **Electrical** – City of Ames
f. **Sanitary Sewer** – City of Ames
g. **Storm Sewer** – City of Ames

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

When contacting Iowa One Call, the Contractor and/or subcontractor shall give the following project location information to the operator for every located requested: Iowa State University, Project Name, closest street, intersection or existing building, and/or other descriptions that define the work site.

4.12.6 The Contractor shall not assume all utilities are shown on the drawings in exact locations.

4.13 **Protection of Trees**
4.13.1 The Contractor shall be responsible for the protection of tops, trunks and roots systems of
existing trees and shrubs on the project site. Existing trees and shrubs subject to
construction damage shall be protected by planking with 2” x 4’s to 8’ minimum height.
Installation of protective structure shall be made before any work is started and not
removed until directed by the University’s Representative.

4.13.2 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 as to damage the
bark, break branches or destroy its natural shape.

4.13.3 The Contractor shall be liable in cases of accidental damage to trees and shrubs which
are to remain on the site.

4.13.4 The Contractor shall notify the University immediately in cases of accidental damage so
that proper repairs can be made. Costs of such repairs are to be assessed to the
Contractor. The Contractor shall not attempt to make such repairs themselves.

4.13.5 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.

4.14 Use of Elevator

4.14.1 Elevators in University Facilities may not be used for construction activities unless
specifically approve by the University’s Representative. If approved for use, the
Contractor shall take the necessary precautions to prevent damage to the elevator cars
and equipment. The Contractor shall provide and install protective padding to inside
perimeter walls and use care in moving materials and equipment through the doors. Any
damages caused to elevators by construction activities will be repaired at the cost of the
Contractor.

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

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

4.16 Contractor’s Construction Schedule The Contractor, prior to beginning work on site, shall
prepare and submit a Contractor’s construction schedule for the Work. The schedule shall be
revised at appropriate intervals as required by the conditions of the Work and the Project.

4.17 Parking on Campus

4.17.1 No parking of Contractor vehicles or the private vehicles of the Contractor’s employees
will be permitted in area other than those shown on the drawings or approve by the
University’s Representative.
4.17.2 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 the Contractor's responsibility. Shuttle bus service is available from the Iowa State Center parking lots to campus. The Iowa State Center lots may not be used for staging or construction material deliveries or truck parking without approval of the University's Representative.

4.18 Building Keys and Access Cards

4.18.1 The University's Representative will authorize issuance of keys/access cards to the Contractor. Contractor shall be responsible for the keys/access cards and must return them to the University's Representative at the end of the project. Contractor shall pay for any lost keys/access cards and rekeying or changing of locks, should the keys/access cards be lost by the Contractor. Rekeying or changing of locks, when commenced, will not be stopped in the process should the Contractor find the keys/access cards after notifying the University that they are lost.

4.18.2 The University's Representative will authorize the issuance of gate cards to the Contractor when access is necessary to areas where traffic is restricted. It is the responsibility of the contractor to furnish gate cards to their subcontractors. Acceptance of the contract is contingent upon return of gate cards.

4.18.3 The Contractor will be charged for any lost keys, access cards or gate cards and all costs incurred by the University as a result of the lost keys, access cards or gate cards; including rekeying or changing of locks.

4.19 Existing Site Lighting The Contractor is advised to be aware of the pole mounted lighting systems on campus. This includes existing sidewalk, parking lot or roadway lighting, either within or outside of the construction limits and served via cables crossing and/or power panels originating in the construction site. It is the Contractor's responsibility to make all portions of the electrical service to and between the light poles operational, even in the event a pole is to be removed or relocated as part of the project scope of work. In the event that any portion of the lighting system fails to operate each night due to failure of the Contractor to take necessary precautions, the Contractor will be charged $500 for each occurrence.

4.20 Fire Alarm Systems Whenever construction activities are taking place in buildings with active fire alarm and fire sprinkler systems, the 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.

4.21 Cleaning Up

4.21.1 The 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 the University, such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public. The Contractor shall be responsible for the removal of dirt accumulations or any other debris on campus roads and public streets and highways resulting from the Contractor's operations of the Work.
4.21.2 At the completion of the Work, the 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 the Contract. Fires for disposal of rubbish on the site are prohibited.

4.21.3 If the Contractor shall fail to clean up the premises, Iowa State University may do so and charge the cost thereof to the Contractor after giving the Contractor forty-eight (48) hours notice.

4.22 **Access to Work** The Contractor shall furnish Iowa State University all necessary assistance to facilitate inspections throughout the process of manufacture or construction, or for the examination of any materials entering into the Work or for any other purpose required.

**SECTION V**

**EVALUATION CRITERIA/PROPOSAL CONTENT**

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

5.0.1 Overall cost to ISU (materials, installation).

5.0.2 Expressed ability of the Contractor to meet the proposed schedule.

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

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

5.1.2 Bid security as described in paragraph 1.10.

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.

5.1.4.1 List of all proposed subcontractors.
5.1.4.2 Confirmation of agreement to follow construction schedule.
SECTION VI
FORM OF PROPOSAL
LIFE CYCLE INTERIOR PAINTING & STAINING
AT FREEMAN & LYON RESIDENCE HALLS
IOWA STATE UNIVERSITY
AMES, IOWA

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

6.1 In response to Request for Proposal Number 63350, the undersigned Contractor, having visited the
proposed site and 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, Site Plans, 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.

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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 63350.

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 Proposal Compliance Form (Attachment A), and Certificate of Reporting
(Attachment B) or Equal Employment Opportunity Data Reporting Form (Attachment C).

6.8 Contractor acknowledges they have visited the site of the proposed Work.

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. [  ]
6.10 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: ________________________________

Official Business Address: ________________________________

Federal Employment Identification Number (FEIN): ________________________________

Authorized Signature: ________________________________

Name, Printed or Typed: ________________________________

Title: ________________________________ Date: ________________________________

Telephone No.: ________________________________ Fax No.: ________________________________

Email address: ________________________________

6.11 Pricing If desired, provide further breakdown on additional sheets.

6.11.1 Freeman & Lyon Residence Halls – Interior Painting

Performance & Payment Bond $________________________

Grand Total $________________________

6.11.2 Freeman & Lyon Residence Halls – Interior Staining

Performance & Payment Bond $________________________

Grand Total $________________________

6.11.3 Freeman & Lyon Residence Halls – Interior Painting & Staining

Performance & Payment Bond $________________________

Grand Total $________________________
6.12 **Payment Terms**

(Failure to indicate your terms 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 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.)

6.13 **Proposed Schedule/Registration**

6.13.1 Work will begin on ________________________________.

6.13.2 Work will be completed by ________________________________.

6.13.3 Iowa Dept. of Labor Registration Number: _________ Expiration Date: ____________.
NOTE: Please make additional copies of this page as needed and attach.

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

<table>
<thead>
<tr>
<th>RFP Item Number</th>
<th>Comments</th>
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Signature: ___________________________ Date: ______________________

Printed/Typed Name: ______________________________
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.
FORM OF PROPOSAL
ATTACHMENT C

Board of Regents, State of Iowa
EQUAL EMPLOYMENT OPPORTUNITY
Data Reporting Form

Iowa State University Request for Quotation No. 63350 (Please refer to this number in correspondence with this office)

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>
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</thead>
<tbody>
<tr>
<td>Officials &amp; Managers</td>
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<td></td>
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<tr>
<td>Professionals</td>
<td></td>
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<tr>
<td>Office &amp; Clerical</td>
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<td></td>
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<tr>
<td>Plumbers &amp; Steam Fitters</td>
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<tr>
<td>Electrical Workers</td>
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<tr>
<td>Bricklayers</td>
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<tr>
<td>Carpenters</td>
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<td>Laborers</td>
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<td>Ironworkers</td>
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<td>Operating Engineers</td>
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<td>Painters</td>
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<tr>
<td>Sheet Metal Workers</td>
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<tr>
<td>Elevator Contractors</td>
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<tr>
<td>Asbestos Workers</td>
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<tr>
<td>Boilermakers</td>
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<tr>
<td>Roofers</td>
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</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 D

CONTRACT PERFORMANCE AND PAYMENT BOND

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 Interior Painting and Staining of Freeman and Lyon Residence Halls, located at 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 ______________________

Countersigned:

______________________________
Atty-in-Fact
Address _______________________

______________________________
ATTACHMENT E
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

______________________________ Dollars

($ ___________________________), 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 for Interior Painting and Staining of Freeman and
Lyon Residence Halls.

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)

(Title)

__________________________________
(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.