

Iowa State University
Request for Proposal/Quote No. 63798
For
Roof, Gutter and Rake Replacement

Overview and General Information

1. Introduction Iowa State University of Science and Technology (ISU) is soliciting information from qualified contractors to remove and replace the existing roof, rake and gutters at the ISU Horticulture Station.

Contractors should read all materials carefully and note the due date.

2. University Representative Contractors must direct all questions and comments in reference to this RFP/RFQ to the University Representative. For this RFP/RFQ, the University Representative is:

Lucas Schau
Iowa State University
Procurement Agent
1340 Administrative Services Building
2221 Wanda Daley Drive
Ames, IA 50011-1004
(515)294-8853
lschau@iastate.edu

3. Schedule of Events

Activity	Date
Issuance of RFP/RFQ	April 5, 2018
Deadline for Receipt of Questions	April 18, 2017
Last Addenda for Questions Posted on ISU Procurement Site	April 19, 2018
Proposals Due	April 23, 2018 @ 3:00 PM CT
*Evaluations Complete	April 26, 2018
*Award of Contract or Contract Effective Date	May 1, 2018

**Indicates projected dates only*

4. Editable Copies of the RFP/RFQ Documents Contractors may request editable copies of the RFP/RFQ document by contacting the University Representative above.

5. Receipt and Opening of Response This RFP/RFQ response is due **April 23, 2018 at 3:00 PM CT** and is required to be combined into a **single pdf file** unless specified in the submittal requirements and shall be submitted in one of the following ways:

- By email at quotedsk@iastate.edu, Subject: RFP/RFQ 63798 OR online submission at <https://www.procurement.iastate.edu/vendors/rfp-rfq-submittal> (*preferred methods*)
- By paper or electronic copy to Iowa State University, Procurement Services, Attn: Quote Desk--RFP/RFQ 63798, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames IA 50011-1004
- By fax to 515-294-9606, Attn: Quote Desk-- RFP/RFQ 63798
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6. Evaluation The evaluation criteria utilized for this RFP/RFQ may be based upon, but not limited to, the following:
- Price
 - Time period project can be completed
 - Ability to meet specifications.

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Section I - Instructions

1.1 Definitions

University	University or ISU is Iowa State University of Science and Technology.
Contractor	Contractor refers to the individual or entity that is proposing or offering to contract for goods or services in the Proposal and is identified in the Acceptance Form.
Contract	Contract will be an ISU issued purchase order and/or a contractual agreement that would be signed by the awarded contractor and an authorized representative of the University.
RFP/RFQ Documents	All documents issued or posted to the ISU Procurement Services website that pertain to this RFP/RFQ. This could include original bid documents, addenda, exhibits, plans, etc.
Proposal	All documents submitted by the Contractor as a response to the RFP/RFQ in accordance with the RFP/RFQ requirements.
University Representative	University Representative is the individual identified on the Overview and General Information page of this RFP/RFQ.
Work	Construction related projects and deliverables that will be performed by Contractor in accordance with this RFP/RFQ.

1.2 Inquiries

- (a) Contractor should direct any inquiries concerning this RFP/RFQ to the University Representative. Contractor may not communicate about the subject of the RFP/RFQ with any other University employee without the permission of the University Representative.
- (b) Oral statements made by the University Representative or other University employees interpreting, correcting, revising or amending the RFP/RFQ documents shall not be deemed part of the RFP/RFQ documents and are not binding. The University Representative shall issue any interpretations, corrections, revisions, and amendments in the form of written addenda, which will be sent to all known recipients of the RFP/RFQ documents. Except for addenda modifying the proposal due date or canceling the RFP/RFQ, such addenda shall be issued so as to be received at least five (5) calendar days prior to the time set for receipt of proposals. All addenda so issued shall become part of the RFP/RFQ documents and shall be acknowledged in the Acceptance Form. University reserves the right to issue an addenda in a shorter time frame if in the best interest of University.

1.3 Proposal Submission

- (a) Contractor must read the RFP/RFQ documents in their entirety and comply with the requirements of the RFP/RFQ documents. Contractor must promptly notify the University Representative of any ambiguity, inconsistency or error that Contractor discovers in the RFP/RFQ documents. University may reject proposals that fail to comply with the requirements of the RFP/RFQ documents.
- (b) Contractor must identify on the Acceptance Form all parties who will be involved with performance of the

Contract. By submitting the Proposal, Contractor warrants that all such parties have received a copy of the RFP/RFQ documents and that the Proposal is acceptable to these parties.

- (c) Contractor must clearly state in the Exceptions Form any exceptions to or deviations from the RFP/RFQ documents. Exceptions taken to the RFP/RFQ documents may cause the Proposal to be rejected at the sole discretion of University. Any terms in the RFP/RFQ documents to which Contractor does not take exception on the Exception Form shall be binding and any subsequent objections to those terms shall have no effect.
- (d) A representative of Contractor who is authorized to agree to the terms in the RFP/RFQ documents and to offer the pricing and make the representations about Contractor's products and services in the Proposal must sign the Proposal.
- (e) Contractor is responsible for any costs incurred in the preparation and submission of the Proposal and any travel and personnel expenses associated with its on-site presentations or demonstrations or other trips related to the RFP/RFQ. ISU has no responsibility for such costs or expenses even if ISU should elect not to make an award.

1.4 Withdrawal and Resubmission of Proposals

- (a) Prior to the date and time designated for receipt of proposals, Contractor may withdraw a Proposal only by submitting written notice to the University Representative. Such notice must be received by the University Representative prior to the designated date and time for receipt of proposals.
- (b) Contractor may resubmit a withdrawn Proposal up to the time designated for receipt of proposals provided that the resubmitted Proposal complies with the RFP/RFQ documents.
- (c) Contractor may not withdraw its Proposal for a period of ninety (90) calendar days after the time designated for receipt of proposals unless the Proposal contains an obvious and documented error for which it would be a manifest injustice to require the Contractor to perform pursuant to such terms.

1.5 Acceptance of Proposals and Award of Contract

- (a) The RFP/RFQ does not commit University to award a Contract. If University elects to award a Contract, it will do so based on the criteria set forth in the RFP/RFQ documents. University is not required to purchase the lowest priced goods or inferior or substandard goods. University may make multiple awards if University determines it is in its best interest to do so.
- (b) University reserves the right to accept or reject any or all proposals.
- (c) University may request from Contractor additional documents or Proposal clarifications after the due date and time for proposal submission. University may also request Contractor to make an on-site presentation/demonstration. University may reject the Proposal if Contractor fails to provide the additional documents or clarifications or participate in the on-site presentation/demonstration.
- (d) University may waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any contractor. University may accept deviations from the specifications in the RFP/RFQ documents if through information submitted or demonstrations University determines that the offered product or service is substantially compliant and would be in University's best interest.
- (e) University may investigate as it deems necessary the ability of Contractor to provide the expected goods

or services. University may reject the Proposal if the evidence submitted by, or investigation of, Contractor fails to satisfy the University, in its sole opinion, that Contractor is properly qualified to carry out the obligations specified in the RFP/RFQ documents.

- (f) University will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practical, 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.
- (g) Iowa Administrative Code §681-8.1(a) requires University to give a preference to Iowa products and suppliers when, in University's professional judgment, Iowa products can be obtained at equal or less cost and are of equal quality to those products obtainable from out-of-state suppliers. In addition, Iowa Code §73.2 requires all requests for proposals to contain the following language: "By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa."

1.6 Formation of Contract If University elects to award a Contract, it will take one of the following actions in order to form a Contract between University and selected contractor(s):

- (a) Accept a proposal, as written, by issuing a written Notice of Award to selected contractor(s) that incorporates the RFP/RFQ documents by reference and accepts all or selected portions of the selected contractor's proposal. The Notice of Award will be in the form of an ISU-issued Purchase Order and/or contractual agreement which must be signed by an authorized representative of the University and the selected contractor(s). Contractor(s) shall be given twenty (20) days to sign such Contract. Delays in finalizing by a contractor may be viewed as lack of interest by the contractor in servicing the Contract and would be grounds for rejecting that contractor's proposal.
- (b) Enter into negotiations with one or more contractors in an effort to reach a mutually satisfactory Contract that will be executed by both the University and contractor and that will be based on the RFP/RFQ documents, the proposal submitted by selected contractor, any clarification(s) requested by the University and submitted by contractor, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should University and the selected contractor be unable to negotiate a mutually acceptable contract within thirty (30) days of the University initiating negotiations, University shall have the right to reject the selected contractor's proposal and enter into negotiations with another contractor, without penalty or any liability to University.
- (c) Because the University may use the alternative described in (a) above, Contractor shall include in its Proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the Proposal has been submitted.

1.7 Disposition and Disclosure of Proposals

- (a) Once opened, the Proposal becomes the property of University and will not be returned to the Contractor.
- (b) Until the date of an award of this RFP/RFQ, the Proposal and any other related documents provided by Contractor, including but not limited to, attachments, appendices, and exhibits, shall be treated as confidential to the extent required and permitted under State of Iowa law.
- (c) Iowa Administrative Code §681-8.1(h) requires University to release, if requested, the name of the successful bidder and all other bidders and the amounts bid. In addition, University is subject to the Iowa Open Records Law (Iowa Code Chapter 22). Contractor is encouraged to familiarize itself with the Iowa Open Records Law prior to submitting its Proposal. If Contractor believes that portions of the Proposal or

other submitted documents (other than its name and pricing) are confidential under the Iowa Open Records Law, Contractor shall clearly identify those portions in the space provided on the Acceptance Form and indicate the specific provision in the Iowa Open Records Law upon which Contractor relies in determining the identified portion is confidential. Proposals marked entirely confidential or proprietary may be rejected.

- (d) If University receives a request for a portion of the Proposal or other documents that Contractor has identified as confidential, University shall notify Contractor (unless legally prohibited from doing so) and Contractor shall, at its sole expense and in a timely manner, appear before an administrative or judicial authority to obtain an order restraining its release. If Contractor fails to do so, University may release the portions of the Proposal or other documents that Contractor has identified as confidential.
- (e) Failure to properly identify items as confidential on the Acceptance Form and appropriately cite the specific provisions of the Open Records Act relied upon shall relieve University from any responsibility to notify Contractor of a request for those items and from any liability should such items be released.

1.8 Conflict of Interest In order to comply with federal and state laws and regulations, a Contractor who is a “Conflict of Interest Vendor” must have approval from the University Representative prior to submitting its Proposal on this RFP/RFQ. A Contractor is a “Conflict of Interest Vendor” if it is any of the following:

- (a) A paid employee (whether full-time, part-time, hourly, temporary, or student--including a graduate student on assistantship) of University, any other Board of Regents institution or the Board of Regents Office
- (b) A member of the Board of Regents, State of Iowa
- (c) An entity in which any of the above referred persons is a partner or sole proprietor
- (d) An employee of another State of Iowa agency (Iowa Department of Transportation, Department of Administrative Services, Department of Human Services, etc.)
- (e) Any State of Iowa officials, members of the general assembly, or legislative employees

1.9 Independent Price Determination Contractor certifies that in connection with its Proposal:

- (a) Any prices or hourly rates in the Proposal have been arrived at independently, without consultation, communication, or agreement with any competitor for the purpose of restricting competition.
- (b) Any prices or hourly rates which have been provided in this Proposal have not been knowingly disclosed by Contractor, directly or indirectly, to any competitor.
- (c) No attempt has been made by Contractor to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.

1.10 Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.

1.11 Vendor Registration Contractors ***must*** have a current vendor registration on file prior to receiving an award resulting from an RFP/RFQ. Please visit the vendor registration website (shown below) for instructions on the vendor registration process.

<https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp>

Section II – Scope of Work/Specifications

- 2.1 Scope of Work Iowa State University is requesting bids for a contract order for the removal and installation of a new steel roof, rake trim, gutters and insulation on a steel building at the Horticulture Station located at:
- Horticulture Station
55519 17th St.
Ames, IA 50010
- 2.2 Description of Work The building is a 56' x 96' steel structure that is used as a shop/warehouse. The following description will include labor and materials when determining the quote. Time frame when the project is to be completed will be used to determine quote.
- 2.2.1 Contractor will visit site listed in paragraph 2.1 to view project before submitting bid.
- 2.2.1.1 Contact: Tim Goode to schedule appointment.
Tim Goode 641-751-0280
- 2.2.2 Contractor will remove existing corrugated steel roof, rake fascia, gutter and insulation.
- 2.2.3 Contractor will provide dump truck, trailer or dumpster to dispose of existing roofing materials.
- 2.2.4 Contractor will purchase and install new corrugated steel roof. The steel shall be:
- 2.2.4.1 Minimum 26 gauge
- 2.2.4.2 Artic white panels, or equivalent color scheme
- 2.2.4.3 Minimum 25 year finish warranty
- 2.2.4.4 Have stainless steel fasteners
- 2.2.4.5 Mastic sealant at all lap seams
- 2.2.5 Contractor will purchase and install 60 inch fiberglass insulation or better with a metalized polyester vapor barrier such as WMP-50.
- 2.2.6 Contractor will purchase and install panel closer angle with foam closers at the eave/wall intersection to keep moisture and wind out of roof and wall insulation cavity.
- 2.2.7 Contractor will purchase and install gutters as described below.
- 2.2.7.1 Minimum of 8 inch eave gutter
- 2.2.7.2 4 x 5 downspouts
- 2.2.7.3 Artic White in color or matching roof.
- 2.2.8 Contractor will purchase and install rake fascia as described below.
- 2.2.8.1 Artic White in color or matching roof.
- 2.2.8.2 Shall have extruded aluminum retainer and foam closers to keep wind out of the wall and roof insulation.
- 2.2.9 Contractor will purchase and install stack flashing.
- 2.3 Construction Schedule Final completion to be no later than August 30, 2018.
- 2.4 Contractor will keep rain out of interior during construction.

- 2.5 Working hours for the project shall be established with the Owner's Representative. All windows and exterior door must be closed at the completion of each day's Work.
- 2.6 Safety
- 2.6.1 Contractor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to:
- 2.6.1.1 all employees on the Work and all other persons who may be affected thereby;
- 2.6.1.2 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
- 2.6.1.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities
- 2.6.2 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.
- 2.6.3 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
- 2.6.4 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.
- 2.6.5 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:
- 2.6.5.1 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;
- 2.6.5.2 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.
- 2.6.6 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.
- 2.6.7 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.
- 2.6.8 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 part by a party indemnified hereunder

2.6.9 The Contractor shall not load or permit any part of the construction or site to be loaded as to endanger its safety.

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

2.7 University 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 the University to commence and continue correction of such default or neglect with diligence and promptness, the University may, after seven (7) days following receipt by Contractor of a second notice from the University, 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 the University.

2.8 Delays and Extensions of Time If Contractor is delayed at any time in the progress of the Work by any act or neglect of the University or by any separate contractor employed by the University 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 the University determines may justify the delay, then the Contract Time shall be extended by such reasonable time as the University may determine.

All claims for extension of time shall be made in writing to the University 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.

2.9 Clean-up 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

At the completion of the Work, Contractor shall remove all materials, implements, barricades, equipment, staging, piling, false work, 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.

If Contractor should fail to clean up the premises as required in the above sections, the University after giving Contractor 48 hours' notice, may do so and charge the cost thereof to Contractor.

2.10 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 2.8.

2.11 Concealed Conditions 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 the University 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. The University 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.

2.12 Contract Performance and Payment Bond

2.12.1 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.

2.12.2 Upon request and notification of award, the Contract Performance and Payment Bond should be sent to Iowa State University, Procurement Services, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames, IA 50011-1004. The ISU purchase order number should be referenced.

2.13 Contract Close-Out When Contractor considers the work complete, notification is made to ISU Representative. An inspection to verify the status of completion will be made with reasonable promptness. 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.

2.14 Final Acceptance and Payment Upon request for final inspection and acceptance, The University will promptly make such inspection, and when the work is found acceptable and in compliance with the Contract Documents, and the Contract fully performed, the University will request that Contractor submit a request for payment on Contractor's standard billing form. The University 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 the University under Section 573.14 of the Code of Iowa and per provisions of the Agreement.

If at the end of the thirty-day period referred to in the previous paragraph, there are no claims on file with the University and application for payment has been submitted, final payment will be made. If claims are on file with the University, the University 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.

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

- defective work not remedied;
- third party claims filed pursuant to Chapter 573 of the Code of Iowa or reasonable evidence indicating probable filing of such claims;

- reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
- reasonable evidence that the work will not be completed within the contract time;
- unsatisfactory prosecution of the work by Contractor;
- damage to University or another contractor.

2.15 Progress Payments Contractor may submit requests for partial progress payments, accompanied by a breakdown. Payment requests shall be submitted on Contractor's standard billing form addressed to Iowa State University, Procurement Department, 1340 Administrative Services Building, Ames, IA 50011. The University will make partial progress payments to Contractor not more than once a month as required by Section 573.12 of the Code of Iowa based on the work performed and material satisfactorily stored, the value of which is substantiated by Contractor's priced invoices.

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

2.16 Site Maintenance

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

2.16.2 Smoking or vaping is not permitted on ISU property. 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.

2.16.3 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. Contractor's understanding of this goal and cooperation in carrying it out is vital to the successful promotion and preservation of University.

2.16.4 Contractor shall maintain the site and adjacent premises in a clean, safe and orderly condition. Where work is occurring in an existing facility, Contractor is responsible for erecting and maintaining dust partitions and other barriers as required to keep dust and construction debris confined to the site. Contractor shall keep the site and adjacent premises as free from materials, debris, rubbish, and trash as practical. Grass and weeds shall be kept cut and fence rows shall be trimmed. Stored materials shall be orderly and protected from damage. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract and shall not unreasonably encumber the site with materials or equipment.

2.16.5 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. Waste receptacles are required at convenient locations and provide regular collection of wastes, litter including building material wastes and sanitary sewers. Contractor shall dispose of all rubbish and debris off-campus in an approved landfill area. Access roads to and through the site must be maintained such that dirt and debris will not be tracked onto adjacent roadways. Contractor is responsible for removal of any dirt or debris accumulations from roads and streets adjacent to the site daily.

2.16.6 Contractor's vehicles may not be driven into lawn areas without prior approval of the University's Representative. In those cases where driving on lawn areas cannot be avoided, Contractor shall provide

planking material upon which to drive. Contractor will be held responsible for damages if these procedures are not followed. Lawn areas outside of the designated construction area that are disturbed or damaged by construction activities will be repaired by University and paid for by Contractor

- 2.16.7 Contractor shall remove to University's satisfaction, all asphalt or concrete spilled on or around the buildings
- 2.16.8 Contractor shall take all necessary precautions to prevent damage to pipes, conduits and other underground structures. 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 Contractor shall not remove such marks or monuments until directed.
- 2.16.9 Contractor shall take appropriate measures to control run-off from the site during and following construction including, but not limited to, the following:
- 2.16.9.1 Access roads to and through the site must be maintained such that dirt and debris will not be tracked onto adjacent roadways. Contractor is responsible for removal of any dirt or debris accumulations from roads and streets adjacent to the site daily. Construction entrances adjacent to public/private roads shall be graveled immediately to prevent vehicle tracking. Consider use of geotextiles beneath these graveled areas. Contractor shall promptly clean-up site material tracked onto adjacent streets/property.
- 2.16.9.2 Maintenance of all temporary and permanent erosion control measures is the responsibility of the contract. Cleaning of silt control devices shall begin when they have lost 50% of their capacity. All storm water inlets, both inside and adjacent to the site, must be adequately protected with silt fence, riprap, compost socks, straw bales, sediment traps or other approved methods.
- 2.16.9.3 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.
- 2.16.10 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.
- 2.17 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 show construction fencing, signage, gate locations, barricades, hoists, chutes, dumpsters, jobsite office, storage trailers or areas, and all other items related to the use of the site.
- 2.18 Existing Site Facilities and Conditions 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 Contractor's responsibility to identify and document any existing damage to the buildings and landscape within the project site. Any damage caused by Contractor to existing facilities will be repaired at the cost of Contractor.
- 2.19 Existing Utilities Contractor's attention is directed to the extensive network of existing underground pipelines, tunnels, manholes, and electric conduit in the area. It is Contractor's responsibility to become acquainted with the extent and location of these underground structures and to protect them against damage from their operations. Contractor shall exercise care to protect underground pipelines, tunnels, and duct banks from heavy vehicular traffic. Heavy wooden mats shall be used where required.

Existing utilities shall be adequately protected from damage due to construction by Contractor. Contractor shall verify the exact locations of existing utilities before starting excavation or trench cutting operations. Excavation adjacent to underground structures shall be done with care. Where required, excavation shall be performed by hand digging around utilities to locate and prevent rupture or breaking of lines. Temporary support and maintenance of all underground utilities including shoring, planking, support material, temporary fill or other protection as required for utilities to remain in continuous service shall be furnished by Contractor. Where new

excavation is below the support line of existing structures, sheeting or other approved procedures shall be utilized. Cost of repairing any damages to existing utilities shall be paid by Contractor without expense to the University or other non-ISU owned utility providers. The University reserves the right to repair any existing utility damaged by Contractor, at Contractor's expense.

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

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

2.20 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.

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

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

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

Contractor shall notify the University immediately in cases of accidental damage so that proper repairs can be made. Cost of such repairs is to be assessed to Contractor. Contractor shall not attempt to make such repairs.

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 Q63800-Linden Hall Interior Painting 20 shall be evaluate.

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

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:

Utility	Flags	Bristle Line Marker	Ground Painting
Electric	Red w/ white letters	Red	Red dots
Telephone & Data (fiber optic)	Orange w/ white letters	Orange	Orange dots

Natural Gas	Yellow w/black letters	Yellow	Yellow dots
Steam/SteamTunnels/Condensate	Yellow w/blue letters	Yellow	Yellow circle w/blue center
Domestic Water	Blue w/white letters	Blue	Blue dots
Chilled Water	Blue w/red letters	Blue	Blue circle w/red center
Sanitary Sewer	Green w/black letters	Green	Black circle w/green center
Storm Sewer	Green w/white letters	Green	White circle w/green center

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

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

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

- Telephone – Qwest
- Cable TV - Mediacom
- Natural Gas – Alliant / IES Utilities or Northern Enron Natural Gas Company
- Water – City of Ames
- Electrical – City of Ames
- Iowa Communications Network – State of Iowa

Contractor shall arrange for locates of non-ISU utilities by contacting Iowa One Call at 1-800-292-8989. When contacting Iowa One Call Contractor and/or subcontractors shall give the following project location information to the operator for every locate requested: Iowa State University, Directional Signage for South Campus Gateway – Phase 2, closest street, intersection, or existing building, and/or other descriptions that define the work site.

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

2.23 Fire Alarm Systems Whenever construction activities are taking place in buildings with active fire alarm and fire sprinkler systems, Contractor is advised to be aware of existing fire protection devices within and adjacent to the work area. Contact ISU Representative before proceeding with any work that might impact the building fire alarm system. ISU Representative 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.

2.24 Fire Protection During the Contract Term the Contractor will 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 University's present equipment.

Shields of noncombustible material shall be used when welding or cutting is done. Preparation of flammable compounds inside the building is prohibited.

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.

2.25 Hazardous Chemical Risks Right to Know Law 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).

The University will provide Contractor with two forms entitled "Hazardous Chemicals Identification Form for Contractor" which lists known hazardous chemicals within the project site and appropriate protective measures to be taken by Contractor employees. Contractor should sign both forms and retain one for their records. The other should be returned to the University. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right to Know Law.

Contractor shall provide a list of known hazardous chemicals that they anticipate will be used on the site as well as other pertinent information relating to employee protection. For reporting this information, the University will provide two forms entitled "Contractor's Hazardous Chemicals Identification Form". Both forms should be returned to the University. One original will be returned to Contractor when the form is fully signed. To comply with Iowa law, this information must be sent via registered mail by Contractor to the Ames Fire Department. Contractor's Safety Data Sheets (SDSs) must be made available to the University upon request.

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

- 2.26 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. Removal or encapsulation of asbestos is specifically excluded from the Work under this contract.

The Work in the affected area 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.

2.27 Hot Work Procedures

- 2.27.1 Hot work processes should be avoided to the greatest extent possible. Hot work includes any work where an ignition source is an element of the work process and includes but is not limited to welding, flame cutting, grinding, pipe sweating, soldering, etc. Where hot work is required by these specifications or cannot otherwise be avoided, these activities must be carefully controlled and supervised.
- 2.27.2 The Contractor shall designate a Hot Work Supervisor on the project site to be responsible for supervising and controlling hot work who is fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. Before hot work activities take place, the Hot Work Supervisor shall determine what actions must be taken to ensure that hot work is performed safely. This includes identifying hazards, implementing control measures, ensuring that a trained operator is performing work, and posting a fire watch. All personnel performing hot work must be fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. All incidences of hot work and precautions taken should be documented in the Contractor daily reports.
- 2.27.3 Before proceeding with hot work, combustible materials within 35 ft. of the work zone must be removed and any openings in walls floors or ducts that are within 35 ft. of the work zone must be covered to eliminate travel passages for sparks, heat and flames. Where it is not possible to remove combustible materials, protect combustibles through the use of fire-resistant or fire-retardant barriers.
- 2.27.4 Hot work activities should only be conducted in areas free of flammable or combustible materials (liquids, vapors or dusts). Whenever possible welding and cutting operations should be carried out in permanent welding facilities designed to contain operations with noncombustible barriers and properly exhaust heat and fumes. Welding is not permitted in or near closed tanks that contain or may have contained

flammable liquids, unless they have been thoroughly drained, purged and tested to be free of flammable gases or vapors. Welding will not be permitted on any closed containers.

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

2.27.6 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 completed.

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

2.28.1 No Exceptions Taken -- Proceed with the installation in accordance with the Contract.

2.28.2 Make Corrections Noted -- Contractor may proceed with the Work in accordance with the corrections made.

2.28.3 Revise and Resubmit -- Make all corrections noted and resubmit for approval prior to starting the construction.

2.28.4 Rejected -- Submittal form and/or contents do not comply with the Contract. Contractor is required to resubmit in accordance with the Contract.

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

2.29 Permits/Building Code 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. 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.

2.30 Parking Contractor vehicles or the private vehicles of Contractor's employees will be permitted in areas approved by The University's Representative.

2.31 Building Keys and Access Cards The University's Representative may authorize issuance of keys/access cards to Contractor. Contractor shall be responsible for the keys/access cards and must return them to Facilities Planning and Management at the end of the project. Contractor shall pay for any lost keys/access cards and re-keying or changing of locks, should the keys/access cards be lost by Contractor. Re-keying or changing of locks when commenced will not be stopped in the process should Contractor find the keys/access cards after notifying The

University that they are lost. Acceptance of contract is contingent upon return of keys/access cards and/or payment for lost keys/access cards.

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

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

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

Section III – Submittal Requirements

- 3.1 Submittal Responses Complete the following questions/requirements below and return as **Supplement 1** with your RFP/RFQ response. Additional space may be required but responses and information provided should be clearly labeled and concise.

Total cost of project including removal, install, equipment and travel \$ _____

Performance and Payment Bond \$ _____

Grand Total \$ _____

Project Completion

Contractor can meet the required delivery timeframe noted in Section II – Scope of Work/Specifications?

☐ Yes

☐ No

If no, how soon can the project be completed, after purchase order is awarded? _____
(Be specific on completion date as this is a key evaluation factor.)

Contractor as visited the site as required in Section II – Scope of Work/Specifications?

☐ Yes

☐ No

Warranty

What is the warranty duration?

What does the warranty cover?

Does Company offer an extended warranty? (If yes, include annual cost.)

☐ Yes Cost \$ _____

☐ No

References

Name	Institution/Company	Phone Number and/or Email
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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Payment Terms

Be certain to state terms of payment. Failure to indicate Contractor terms will mean that, if Contractor submittal is accepted then Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of Contractor invoice in Procurement Services.

- 3.2 Pricing and product description Please submit itemized pricing of as **Supplement 1** of your proposal. Include the color, brands and types of all products used.

Section IV – Acceptance Form

The undersigned Contractor, in response to this RFP/RFQ after carefully reviewing all instructions, scope of work/specifications, and terms and conditions contained therein, submits this proposal as an offer to enter into a mutually acceptable contractual agreement with the University. If this proposal is accepted by the University, the Contractor agrees to provide goods and/or furnish services in accordance with this RFP/RFQ.

The undersigned acknowledges receipt of the following Addenda if applicable, which are a part of the contract documents:

All issued Addenda must include an authorized signature and be returned with your RFP/RFQ response.

The undersigned notes the following sections of this proposal represent trade secrets or proprietary information.

Note: Pricing information and other financial offers cannot be considered proprietary information.

The undersigned agrees their proposal is an offer to the University that may not be withdrawn for a period of ninety (90) calendar days after the RFP/RFQ due date.

The undersigned hereby certifies by signing below; **(a)** 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 the undersigned has not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal; **(c)** that the undersigned has not solicited or induced any person, firm, or corporation to refrain from bidding; and **(d)** that the undersigned has not sought by collusion or kickback to obtain any advantage over any other Contractor or over the University.

Legal Business Name: _____

Official Address: _____

Federal Employment Identification Number: _____

State of Iowa Contractors Number (if applicable): _____

Authorized Signature: _____

Name Printed or Typed: _____

Title: _____

Telephone Number: _____

Email _____ Date: _____

Iowa Department of Labor Registration Number _____ Expiration Date: _____

Section V – Exceptions

List any and all exceptions to this RFP/RFQ in this section. Include page number, section and reason for exception.

Note: Attach additional pages if necessary.

Check one of the following:

- ☐ Contractor has no exceptions to this RFP/RFQ
☐ Contractor has the following exceptions to this RFP/RFQ

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____ _____ _____
2.	_____	_____	_____ _____ _____
3.	_____	_____	_____ _____ _____
4.	_____	_____	_____ _____ _____
5.	_____	_____	_____ _____ _____
6.	_____	_____	_____ _____ _____
7.	_____	_____	_____ _____ _____
8.	_____	_____	_____ _____ _____
9.	_____	_____	_____ _____ _____
10.	_____	_____	_____ _____ _____
11.	_____	_____	_____ _____ _____
12.	_____	_____	_____ _____ _____
13.	_____	_____	_____ _____ _____
14.	_____	_____	_____ _____ _____

Section VI – Submittal Checklist

RFP/RFQ responses will not be considered complete unless all items in the check list are provided. See Section III – Submittal Requirements for more detailed information.

- ☐ Section III – Submittal Responses
- ☐ Supplement 1 – Pricing
- ☐ Completed and Signed Section IV - Acceptance Form
- ☐ Completed Section V - Exceptions

Attachment A - Standard Terms & Conditions

1. Assignment This Contract (including any future amendments incorporated into the Contract) may not be assigned, transferred, sold, or subcontracted by Contractor without the prior written consent of the University. Should Contractor be purchased (in whole or in part) by another organization or should Contractor wish to assign, transfer, or subcontract the Contract to another Contractor, University shall have the right to terminate the Contract upon reasonable written notification, without penalty to University.
2. Amendments to the Contract This Contract shall not be changed, modified, altered, or amended in any respect without the written mutual consent of both parties.
3. Indemnification The Contractor shall indemnify and hold harmless the University and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from;
 - (a) The material non-performance, non-compliance or breach with terms and obligations of this Contract.
 - (b) Any negligent or wrongful act or omission of the Contractor or its 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 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, which would otherwise exist as to any party or person.

The Contractor's 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 the Contractor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.
4. Immunity from Liability Every person who is party to this agreement is hereby notified and agrees that the University, and its agents, successors, and assignees are immune from liability and suit for or from Contractor's activities involving third parties and arising from this Contract.
5. Severability of the Contract In the event any one or more of the provisions contained in this Contract 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 of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Contract 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.
6. Governing Law Terms and provisions of this Contract 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 Contract resulting shall be instituted in the appropriate court(s) of the State of Iowa.
7. Use of Name or Intellectual Property Contractor shall not use the name or any intellectual property identifying the University, including, but not limited to, any of the University trademarks or logos, or the name of any employees of the University in any publicity, advertisement or endorsement or as a business reference, without the expressed prior written consent of the University.
8. Force Majeure Subsequent to acceptance by the University, neither party shall be liable for damages due to: lightning, fire, explosion, pest damage, strikes or labor disputes of third parties, floods, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, fuel

or energy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond the party's reasonable control whether or not similar to the foregoing.

9. Right to Retention University may withhold from payment to Contractor, in such an amount or amounts as may be necessary to cover payments that may be earned or due for justified third party claims associated with labor, services, equipment, or materials furnished and/or product or service not provided or not remedied/cured.
10. Failure to Enforce University shall not be required to enforce any right or remedy available under the Contract; however, if University elects to waive a right or remedy under this Contract, University shall not be precluded from asserting said right or remedy thereafter.
11. Access to Contractor Records/Audits Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during the term of this Contract and for a period of seven (7) years thereafter, unless required to retain for a longer period by state or federal statute. University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deem appropriate to perform an audit of Contractor records. Should such audit disclose incorrect billings or improprieties, University reserve the right to charge Contractor for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.
12. Code of Fair Practice Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the U.S. Military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. 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, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual except where it relates to a bona fide occupational qualification. In performance of this Contract, Contractor shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

In the event of Contractor's noncompliance with the Code of Fair Practice of this Contract or with any of the aforesaid or related regulations, this Contract may be canceled, terminated, or suspended in whole in part and Contractor may be declared ineligible for further agreements with the University. In addition, the University may take any actions or other sanctions as may be imposed or remedies invoked as provided by the Code of Iowa.

13. Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.
14. Termination – Non-appropriation of Funds Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration

of the program under which funds were provided, then the University shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.

15. Termination This contract may be terminated for any of the following;

- (a) If Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Contractor's insolvency, then University may, after giving Contractor written notice, terminate this Contract, without penalty to the University.
- (b) If the Contractor has failed to deliver goods or services, has delivered non-conforming goods or services or is otherwise in material breach of this Contract, University shall provide a right to cure notice ("Cure Notice"). University may, within their sole discretion, accept or reject any or all proposed cure actions. If after such notice the Contractor continues to be in default, University may, within their sole discretion, terminate the Contract without any further obligation or penalty and procure substitute services from another source and charge the difference between the contracted price and the market price to the Contractor.
- (c) With the mutual agreement of both parties, the Contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- (d) University may terminate this Contract without penalty for any reason by giving a 30-calendar day notice.

16. Taxes University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employees' wages. University is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor certifies it is either;

- (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Code of Iowa Chapter 423; or
- (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in the Code of Iowa §§ 423.1(47) & (48). The Contractor also acknowledges that the University may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the University or its representative filing for damages for breach of contract.

17. Software Accessibility Software solutions, when provided to the University as a part of this Contract, shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.0 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Review the links provided for specifics related to these referred to standards and guidelines. WCAG guidelines www.w3.org/TR/WCAG20/ and Section 508 www.section508.gov/. University reserves the right to request that the Contractor provide audit and/or test results that document the software's compliance and the testing methodology utilized.

18. Subcontractors Contractor shall be responsible for the acts and performance of any subcontractor that Contractor may engage to fulfill any of its obligations set forth in the Contract. Contractor shall be responsible for payment to all subcontractors and Contractors.

- (a) All services provided for Contractor by a subcontractor shall be pursuant to an appropriate

agreement between Contractor and subcontractor. The Contract shall contain provisions that preserve and protect the rights of the University and require services be performed in accordance with the requirements of the Contract.

- (b) Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the University. Any subcontractor(s) must have been identified in the Contractor's proposal in response to this RFP or be approved in writing by the University prior to the subcontractor(s) starting work relating to the Contract.

- 19. Targeted Small Business Contractor is encouraged to use certified Iowa Targeted Small Businesses in the performance of this Contract. A report may be requested at the completion of the Contract indicating the extent of Targeted Small Businesses participation.
- 20. Contractor's Responsibility Contractor shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Contract, and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority.
- 21. Responsibility for Those Performing the Work
 - (a) 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 this Contract.
 - (b) 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.
 - (c) Incompetent or incorrigible employees shall be dismissed from the project by Contractor, when so determined by the University. Dismissed individuals shall be prohibited from being employed or utilized by Contractor as part of the services Contractor provides to the University without the written consent of the University.
- 22. Confidentiality A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission. Confidential Information means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, process, or student "education records," including but not limited to Social Security Numbers, records and information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") records protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and defined in 20 U.S.C. § 1232g(a)(4)(A)(i) or information that is otherwise identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality.
- 23. Export Control Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the performance of this Contract. In the

absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

Prior to disclosing or transferring to the University any hardware, technical data, software or product utilizing any hardware, technical data or software which is subject to export controls under federal law, Contractor shall notify the University in writing of the nature and extent of the export control. University shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, University has the right to immediately terminate this Contract.

24. Packaging, Transportation, and Handling All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
25. Licensed in Iowa Any Contractor awarded a contract must be licensed to do business in the State of Iowa. ISU reserves the right to waive the license requirement for any state or U.S. territory other than the State of Iowa.
26. Payment Discounts/Invoices Payment discount terms, if part of the contract, should appear on your invoice to insure proper processing. Invoices requesting payment for materials or services provided for the ISU department covered by this contract, shall reference the contract number or Purchase Order (PO) provided and be mailed to the address below: Iowa State University Procurement, 1340 Administrative Services Building Ames, IA 50011-3617 or e-mailed to invoices@iastate.edu.

Attachment B – Construction Terms & Conditions

1. Qualifications of Contractor

- (a) 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.
- (b) Nonresidents corporations must be legally authorized to carry on such business in the State of Iowa.
- (c) University gives preference to use of Iowa domestic labor in the constructing or building of any public improvement.
- (d) University may make such investigations as deemed necessary to determine the ability of Contractor to perform Work, and Contractor shall furnish to the University all such information and data for these purposes as University may request. University reserves the right to reject any proposal if the evidence submitted by, or investigation of, a Contractor fails to satisfy University that Contractor is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- (e) 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 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 (515 242-5871). In the event that the selected Contractor is not registered by the date the University 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.

2. Additional Responsibility for Those Performing Work

- (a) Contractor shall skillfully supervise and direct Work and shall be solely responsible for all construction, methods, techniques, sequences, and procedures and for coordinating all portions of Work under the Contract.
- (b) Contractor shall perform Work so as to cause the minimum of inconvenience to and interruption of the University's operations. Contractor's failure to give the University timely notice of such intentions shall place the responsibility for any resulting delays or additional costs solely with Contractor.
- (c) 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 Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
- (d) Work shall be entirely at Contractor's risk and University assumes no responsibility or obligation whatever for damage or theft to any property, work, materials, or equipment.
- (e) Contractor shall be responsible for Work until it is accepted by the University.
- (f) 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.

- (g) Within reason, the awarded Contractor must employ methods and means of carrying out this Work, which will not cause any interruption or interference with any other Contractor, or University personnel.
- (h) Contractor shall furnish to the University the name and contact information 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.
- (i) Contractor shall furnish University all necessary assistance to facilitate inspections throughout the process of manufacture or construction, or for the examination of any materials entering into Work or for any other purpose required.

3. Property Insurance The Contractor shall maintain sufficient property insurance for the full value of all materials and equipment to be incorporated as part of the Work.

4. 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.

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

- (a) William-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596
- (b) Occupational Safety & Health Standards, 29 Code of Federal Regulations Part 1910 with amendments promulgated by the Iowa Division of Labor
- (c) Safety and Health Regulations for Construction, 29 Code of Federal Regulations Part 1926 with amendments promulgated by the Iowa Division of Labor

5. Occupancy during Construction University reserves the right to enter upon the premises and store or attach such items as the University 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, University reserves the right to occupy 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 Work to completion. University, in occupying Work or a portion thereof, is liable for any actual damage done and caused by such occupancy.

6. University Right to Stop the Work If Contractor fails to correct defective Work or persistently fails to carry out Work in accordance with the Contract; the University may order Contractor to stop Work or any portion thereof until the cause for such order has been eliminated.

7. Contract Change Order A Contract Change Order is a written order to Contractor issued after the award of the Contract, authorizing a change in Work or an adjustment in the total price agreed with the Contractor and entered into the contract (Contract Sum) or the time spent by the Contractor's employees and subcontractors employees to perform the work (Contract Time). The Contract Sum and the Contract Time may be changed only by Contract Change Order.

University, 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 Work shall be authorized by the Contract Change Order and shall be performed under the applicable conditions of the Contract Documents.

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

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

It shall be the responsibility of Contractor before proceeding with any change to satisfy himself that the change has been properly authorized in behalf of the University. 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 the University, and the compensation or method thereof is stated in such written authority. A properly authorized change order will be issued by the ISU Procurement Department and will consist of a written change purchase order.

No change or additional work is authorized unless approved by ISU Procurement Services.

- 8. Concealed Conditions Should concealed conditions encountered in the performance of 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, 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 the University 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. University 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.
- 9. Claims for Additional Cost If Contractor wishes to make a claim for an increase in the Contract Sum, University 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 Work, except in an emergency endangering life or property in which case Contractor shall precede.. 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.

If University shall determine the conditions to justify a claim for additional compensation, University 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 University 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.

- 10. Warranty/Guarantee
 - (a) Contractor warrants to University 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. All Work not conforming to these standards including substitutions not authorized as provided elsewhere in the Contract may be considered defective. If required by the University, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (b) 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.
- (c) Contractor warrants all equipment and materials furnished and Work performed under this Contract against defective materials and workmanship for a period of twelve (12) months after acceptance as provided in this Contract, unless a longer period is specified, regardless of whether the same were furnished by the Contractor or any Subcontractors of any tier. Manufacturer's warranties longer than twelve (12) months shall be extended to the University. Upon written notice from the University of any breach of warranty during the applicable warranty period due to defective material or workmanship, the affected part or parts shall be repaired or replaced by the Contractor at no cost to the University. Should Contractor fail or refuse to make the necessary repairs, replacements, and tests when requested by the University, University may perform the necessary work and tests to be performed, at the Contractor's expense.
- (d) Should one or more defects in the Work appear within the specified warranty period, University shall have the right to continue to use or operate the defective part or apparatus until such time as it can be taken out of service without loss or inconvenience to University.
- (e) Neither the final payment, nor any provision in the Contract, nor partial or entire occupancy of the premises by University, nor expiration of warranty stated herein constitute acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability for non-conforming Work. The Contractor shall immediately remedy any defects in the Work and pay for any damage to other Work resulting therefrom upon written notice from the University. Should Contractor fail or refuse to remedy non-conforming work, University may perform the work necessary to bring the work into conformance with the Contract s at the Contractor's expense.
- (f) *Related Damages and Losses:* When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted construction.
- (g) *Reinstatement of Warranty:* When Work covered by a warranty has failed and been corrected by replacement or rebuilding; reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- (h) *Replacement Cost:* Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether The University has benefited from use of Work through a portion of its anticipated useful service life.
- (i) *The University's Recourse:* Expressed warranties made to the University are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the Law. Expressed warranty periods shall not be interpreted as limitations on the time in which the University can enforce such other duties, obligations, rights, or remedies.
- (j) *Rejection of Warranties:* The University reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract.
- (k) Where the Contract require a special warranty, or similar commitment on the Work or part of the Work, the University reserves the right to refuse to accept the Work, until Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Attachment C – Insurance Requirements

Insurance and Related Requirements

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

Minimum insurance coverages and requirements are as follows:

Commercial General Liability

General Aggregate \$2,000,000

Each Occurrence Limit \$1,000,000

Automobile

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

Umbrella Liability

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

Worker's Compensation and Employer's Liability

Statutory Limits of \$100,000/\$500,000/\$100,000

Worker's Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.

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

Additional Requirements

- The company(ies) providing coverage must be at least A- Class VII rated by A.M. Best Company.
- The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds for General Liability and Excess 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) endorsement or older edition dates and attached to the certificate of insurance.

- Iowa State University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.
- Contractor must maintain insurance coverage throughout the term of the work. Failure to maintain

insurance coverage throughout the term shall be considered a breach of contract.

- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.
- Contractor shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Contractor's own policy.
- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Procurement Department

Attachment D – Performance & 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 Horticulture Station Roof Replacement, 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:

Attorney-in-Fact

Address