



Bid Response

		Date Bids Due: November 12, 2014	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: 12899R		Description: South Wing Stair Railing Replacement			
Contract to Begin: November 24, 2014		Date of Completion: January 5, 2015	Proposal Guaranty Amount: None.	Liquidated Damages:	
Purchasing Contact Laura Linduski		E-mail Address: laura.linduski@dot.iowa.gov	Phone: 515-239-1298	Fax: 515-239-1538	
Company Name:				Federal Tax ID:	
Street Address:			City:	State:	Zip Code:
Supplier Contact (type or print)		E-mail Address:	Phone:	Fax:	
Supplier agrees to sell items/services at the same prices, terms and conditions to any other state agency. Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION/PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract or purchase order. **Faxed or email bids will be accepted.**

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal including delivery schedules.

Standard Terms and Conditions for Quotations

Acceptance/Rejection: The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid.

Method of Award: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

Contracts: Successful contractor(s) may be sent either a formal Contract or a purchase order. The contractor may not assign the contract to another party without written authorization from the Iowa DOT Purchasing Section.

Pricing and Discount: Unit prices shown on the documents shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated on the request. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

Signed _____ Date _____

**Iowa Department of Transportation
Schedule of Prices
Proposal No.: 12899R
South Wing Stair Railing Replacement Rebid
Letting Date: November 12, 2014 1:00 PM**

**Project Description: Replacement of stair railing for Ames Complex, South Wing located at 800 Lincoln Way, Ames, IA 50010.
Fax 515-239-1538**

Item No.	Description	Quantity	Unit/Price	Total Bid Amount
1.	Vendor to provide all labor and equipment for the removal and installation of handrails for the Ames Complex, South Wing located at 800 Lincoln Way, Ames, IA per plans, specifications and scope of work.	1 Job	Lump/Sum	\$ _____

I hereby certify that this proposal meets or exceeds the minimum requirements including specifications and addendums.

Contact Person: _____
(Print Name)

Authorized Signature _____

Company _____

Address _____

Federal Tax I.D. No.: _____

(City) (State) Zip Code)

Contractor's Registration No.: _____

Phone No: _____

Email: _____

Fax No.: _____

I acknowledge receipt of addendum nos.: _____



**Iowa Department of Transportation
Standard Terms and Conditions
For
Bid Proposals/Contracts**

-INFORMAL-

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

Informal - means a limited solicitation type of procurement where a sufficient number of quotation or bids from qualified sources are obtained and the aggregate amount of the purchase is less than \$50,000.

(Example -if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

Bid responses may be sent by email, fax, weblink, or delivered by a courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Pricing and Discount:** Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

5. **Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
6. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
7. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
8. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All deliveries charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section.
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to a copy of their affirmative action program on file, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
 - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
 - The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

TABLE OF CONTENTS
Iowa Department of Transportation
General Requirements
Proposal No.: 12899R
South Wing Stair Railing Replacement Rebid
Letting Date: November 12, 2014 1:00 PM

Part 1 General Conditions

- 1.1 Adoption of General Conditions**

Part 2 Supplementary Instructions to Bidders

- 2.1 General**
- 2.2 Bidders Representatives**
- 2.3 Bidding Documents**
- 2.4 Bidding Procedures**
- 2.5 Consideration of Bids**
- 2.6 Performance and Payment Bonds**
- 2.7 Notice of Tax Exempt Status**
- 2.8 Labor Regulations**
- 2.9 Targeted Small Business Program**

Part 3 Supplementary General Conditions

- 3.1 The Contractor**
- 3.2 Administration of the Contract**
- 3.3 Sub Contractors**
- 3.4 Contract Period**
 - 3.4.1 Extra Work Orders**
- 3.5 Payments and Completion**
- 3.6 Protection of Persons & Property**
- 3.7 Insurance Requirements**
- 3.8 Miscellaneous Provisions**
- 3.9 Public Contract Termination**

**Iowa Department of Transportation
General Requirements
Proposal No.: 12899R
South Wing Stair Railing Replacement Rebid
Letting Date: November 12, 2014 1:00 PM**

Part 1 General Conditions

1.1 Adoption of General Conditions

- A. The General Requirements of this Contract shall include the "General Conditions", "Instructions to Bidders" and the "Supplementary General Conditions" as herein stated.

- B. "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. FORM #A-201, LATEST EDITION AND A.I.A. DOCUMENT, "INSTRUCTIONS TO BIDDERS", FORM #A-701, LATEST EDITION, SHALL BE INCLUDED, AS MODIFIED IN THE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS" AND "SUPPLEMENTARY GENERAL CONDITIONS", AND BOUND WITH THE STANDARD FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND OWNER", A.I.A. FORM #101, LATEST EDITION, AS A PART OF THIS CONTRACT SPECIFICATION.

- C. All bidder information and conditions, bid check lists and similar documents included in the specification by the Office of Purchasing and Distribution of the Iowa Department of Transportation, Ames, Iowa are hereby made a part of the General Conditions.

Part 2 Supplementary Instructions to Bidders

2.1 General

- A. **Owner:**
The Owner of this project is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

- B. **Contract Document Information:**

Questions regarding the bidding documents should be directed to:

Purchasing Section

Purchasing Contact– Laura Linduski

Phone No.: 515-239-1429 Fax No.: 515-239-1538

Email: laura.linduski@dot.iowa.gov

Location of Project

Iowa Department of Transportation,

Ames Complex, South Wing

800 Lincoln Way

Ames, IA 50010

.....

C. SCOPE OF WORK

Vendor to provide all labor and equipment necessary for the removal of existing handrails and to furnish and install of new handrails with specified product.

Contractors to field verify dimensions prior to order of materials.

Please see attached scope of work and plans.

Project location: Ames Complex, South Wing, 800 Lincoln Way, Ames, IA 50010

All work to be coordinated with Ashley Smelser, phone: 515-239-1270 or email: ashley.smelser@dot.iowa.gov

D. Contract Award:

- Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. Bid price will include all requirements listed in Specifications and Supplemental Terms to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.
- A single "Prime" contract shall be awarded for all work shown. Contractor shall be responsible for taking all sub-bids and for all coordination between trades.
- Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.
- Contractor shall return all contractual documents within fourteen (14) calendar days from date indicated in contract cover letter. ***If this is not returned within this time frame, contract may be voided and awarded to the next low bidder.***

2.2 Bidders Representatives

A. Site Visit:

It is recommended, but not required, that prospective bidders on this project shall visit the job site prior to submitting a quotation for this work. To view the site, contact: Ashley Smelser, phone: 515-239-1270 or email: ashley.smelser@dot.iowa.gov .

No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item which could have been revealed by a thorough on-site inspection and examination.

B. Conditions of Work:

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

C. Obligation of Bidder:

- At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings, specifications, and other contract documents, including all addenda.
- The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

D. Codes, Laws and Regulations:

The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to this project. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

E. Licenses, Permits and Inspections

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.3 Bidding Documents

A. Plans and Specifications:

- The Specifications are to remain on file at the Iowa DOT, Purchasing Section, 800 Lincoln Way, Ames, IA 50010.
- In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

B. Contents of the Contract Documents:

- In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:
 1. Addendum
 2. Proposal Form
 3. Special Provision
 4. Plans
 5. Supplemental Specifications
 6. Standard Specifications

Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.

C. Interpretation of Contract Documents:

- If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed contract documents, the bidder will submit to the Iowa DOT a written request for an interpretation thereof. Requests for interpretation must be received on or before **1:00 P.M., November 12, 2014**.
- The person submitting a request will be responsible for its prompt delivery.
- No interpretation of the meaning of the drawings, specifications, or other pre-bid documents will be made to any bidder orally. Interpretations will be made only by addendum duly issued.
- A copy of such addendum will be mailed or delivered to each person receiving a copy of the contract documents and to such other prospective bidders having requested that they be furnished with a copy of each addendum.

D. Materials and Equipment:

- Names of Manufacturers and vendors listed in the bidding documents are listed for the bidders only. Manufacturers and vendors, in addition to those specifically listed, are acceptable when it is proven to the satisfaction of the Iowa DOT that:
 - a. The level of quality proposed is equal to or better than that of the referenced manufacturer/vendor's quality.
 - b. The technical characteristics of the proposed product meet or exceed the requirements of the drawings and specifications.
 - c. The use of the materials or equipment does not require major revisions of the drawings and specifications to permit their use.
- Any additional cost in other work incurred as a result of these approvals shall be borne by the Contractor, including all costs for modifying other related materials/systems and the cost of any additional engineering or design fees required to accommodate the substitution/approval.
- The Contractor must be confident that a proposed product or material meets or exceeds the requirements shown on the drawings and specifications. It will be the responsibility of the Contractor to verify and demonstrate that a proposed product meets or exceed the drawings and specifications at time of shop drawing reviews. If a proposed product or material is determined to be technically unacceptable as judged by the Iowa DOT, the Contractor shall be required to supply products or materials that meet the requirements required to supply products or materials that meet the requirements stated in the drawings and specifications at no cost increase to the Iowa DOT. Under no circumstances will the Iowa DOT be required to prove that proposed substitutions is not equal to the project requirements. The decision of the Iowa DOT on all requested proposals/substitutions is final.

E. Exceptions/Equals:

No substitutions, changes or additions to the request for proposals shall be permitted.

F. Addenda:

- Addenda, if issued, will be emailed to all known plan holders, and acknowledgement of receipt of addenda will be indicated on the bidder's proposal form.
- All addenda so issued shall become part of the contract documents.
- **Contact Laura Linduski to be added to the bidder's list to ensure inclusion on any addendums.** (laura.linduski@dot.iowa.gov or 515-239-1429)

2.4 Bidding Procedures

A. Proposed Form:

- Each Bid must be submitted on the Schedule of Prices form.
- All bids received by the Iowa DOT, which require allocation of appropriated state funds, are subject to the acceptance of the issuing department of the State of Iowa.

B. Proposal Guaranty:

None is required for this for this project.

C. Submitting Proposals:

- Each proposal must be submitted in ink or typewritten and may be faxed (515-239-1538), e-mailed (laura.linduski@dot.iowa.gov), or mailed to Laura Linduski at The Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010.
- Bids shall be due on or before **1:00 P.M., November 12, 2014.**

D. Withdrawal Period:

Prime bidders, subcontractors and material suppliers on this project agree to guarantee their proposal for a period of thirty (30) days after the date of receipt of bids. No bid may be withdrawn during this period.

E. Extension of Contract Period:

The Iowa DOT will grant an extension of the contract period for additional work requiring additional construction time that adds additional work to the controlling item of work.

F. Facsimile Modifications and Bid Closing:

- Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.
- Modification of the bid price by facsimile of bids already submitted will be considered if received prior to the time set for the opening. The changes shall

not reveal the bid price but shall provide the amount to add or subtract to modify the bid so the total amount is not known until the bid is opened.

G. Informalities:

The Owner may waive any informalities or reject any or all bids.

2.5 Consideration of Bids

A. Rejection of Bids:

- The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- Conditional bids will not be accepted.

B. Qualification of Bidder:

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

2.6 Performance and Payment Bonds

A. Bonds:

Performance bond is not required on contracts for less than \$25,000. However, if the Contract is \$25,000 or more, the bidder shall furnish bonds covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in, including Contractor's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

B. Power of Attorney:

Attorney-in-fact who signs the proposal guaranty, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

2.7 Notice of Tax Exempt Status

A Sales Tax Exemption Certificate and authorization letter will be issued to the successfully awarded construction contractor for the purchase of building materials, supplies and equipment used in the performance of this construction contract.

The Department of Transportation is exempt from paying sales and use taxes. ***Do not include sales tax in your bid for this project.***

2.8 Labor Regulations

All contractors, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 91C, Code of Iowa 2003.

2.9 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73. And Iowa Administrative Code rules 820--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and click on Search Targeted Small Businesses.

Part 3 Supplementary General Conditions

3.1 The Contractor

A. Guidelines:

- Contractors shall comply with Iowa Occupational Safety and Health Standards as found in 29 CFR Parts 1910 and 1926. Of particular importance are those standards referring to the use of personal protective equipment, fall protection and ventilation.
- Contractor may be required to make available to Iowa DOT at time the apparent low bidder has been determined all Material Safety Data Sheets (MSDS) for all products provided prior to approved contractor and award. These must be faxed to Purchasing 515-239-1538 with cover indicating project the MSDS sheets pertain to. This shall be faxed within two (2) days upon request.

B. Guarantee:

The Contractor shall guarantee all work executed under this contract, both as the workmanship and materials, for a period of twelve (12) months after the date of acceptance, except that special guarantee provision specified elsewhere in these Specifications shall take precedence. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defect thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of the final acceptance. With one month remaining in the guarantee period, the Contractor shall notify the Iowa DOT and set up a complete building walk-through inspection.

- All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.
- The Guarantee shall include, but not be limited to the following elements and services:

- a. Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.
- b. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.
- c. Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

C. Workmanship

Work shall be performed in best, most workmanlike manner by mechanics, skilled and employed continuously in their respective trade. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense.

D. Clean-Up:

- Throughout the period of construction, the Contractor shall clean up all work and yard areas and keep the area reasonably free of debris, etc., as required for proper protection of the work. Prior to final acceptance, the Contractor shall remove all debris, tools and equipment from the project site.

E. Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa Department of Transportation, and its officials and employees from liability arising out of or resulting from the Contractor's activities at the rest area, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

F. Suspensions and Debarment.

The Vendor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

G. Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Iowa DOT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Iowa DOT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Iowa DOT in its sole discretion; or

The Iowa DOT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

The Iowa DOT's duties programs or responsibilities are modified or materially altered; or

If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

H. Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1)-(2), 105.12(4).

3.2 Administration of the Contract

A. Inspection and Supervision:

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.
- Periodic site inspections will be carried on by the Iowa DOT with the contractor to ensure coordination of the project.
- The owner will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Owner notice no less than 24 hours in advance of installation.
- The Iowa DOT contact shall be Ashley Smelser, 515-239-1270.

B. Contractors Construction Schedule:

The successful bidder will, within 10 days after award of contract or at the pre-construction meeting, whichever comes first, submit to the Iowa DOT, Office of Facilities Support, a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

3.3 Sub Contractors

- Specific attention shall be given by the Contractor to Article 5 of the A.I.A. Document A-201, "The General Conditions of the Contract for Construction".
- The apparent successful contractor for the project shall, within seven (7) calendar days after opening of the bids, furnish the Iowa DOT with a complete list of subcontractors and major material suppliers.

3.4 Contract Period

- The starting and completion dates are stated on the front page of the proposal. The date of completion shall be stated in calendar days on the Contractor's proposal, and if necessary, adjusted by mutual agreement between the Iowa DOT and Contractor prior to executing the contract documents.
- The Iowa DOT realizes that deliveries and condition will have a definite bearing on the completion date. The Iowa DOT will demand diligence in the prosecution of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise that completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

3.5 Payments and Completion

- A. Payments on contract will be made monthly by means of state warrants to the extent of ninety-seven percent (97%) of the value of work performed, including acceptable material stored at the building site, as determined by the Engineer.
- B. Immediately after signing of Contract, the Contractor shall submit schedule of values for approval on the Contract Breakdown form furnished by the Iowa Department of Transportation. Contractor shall submit an Application for Payment on forms furnished by the Iowa Department of Transportation based on Contract Breakdown.
- C. The contractor shall, before the first application, submit to the Iowa DOT a schedule of values of the various parts of the work, aggregating the total sum of the contract, made out in such form as the Iowa DOT may direct and, if required, supported by evidence as to its correctness. This schedule, when approved by the Iowa DOT, shall be used as a basis for requests for payment.
- D. Final payment shall be authorized not later than thirty (30) days following the completion and final acceptance of the contract, provided that paragraph 1-3 herein and all other contract requirements have been fulfilled, accepted and approved, where no claims have been filed or following adjudication or release of claims as provided in Chapter 573 of the Code of Iowa.
- E. No notification of payment being processed, no payment made to the Contractor, no partial payment, nor the entire use or occupancy of the work by the Iowa DOT shall be held to constitute an acceptance, in whole or in part, by the Iowa DOT prior to making the final payment and acceptance in full completion of the contract.

3.6 Protection of Persons and Property

A. Safety and Health Regulations:

The Contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, Iowa Bureau of Labor and all applicable state and municipal laws, as well as building and construction codes. It is the Contractor's responsibility to enforce all regulations that apply to this project.

B. Protection of Site:

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring, and underpinning and other protection necessary in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

- After building operations are completed, the Contractor shall replace or satisfactorily repair all damaged walks or pavements which shall have become damaged due to operations of this project.
- The Contractor shall take care of all underground pipes, conduits, etc., encountered in the excavations, and protect same from damage until such time as they can be permanently disposed of.
- The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

3.7 Insurance Requirements

Contractor's Insurance

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
 - Comprehensive General Liability including Contractual Liability;
 - Contingent Liability; Explosion, Collapse and Underground Drainage
 - Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- Each person \$750,000
- Each accident/occurrence \$750,000
- Workers Compensation \$750,000
- Statutory Limits \$750,000
- Employer's liability \$750,000
- Pollution Liability \$750,000
- Occupation Disease \$750,000

Operations

- Property Damage \$250,000 each occurrence

Builders Risk Insurance:

- Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.
- Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and
- Contract Period

3.8 Miscellaneous Provisions

A. Iowa State Building Code:

- All construction under this section shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to, and will take precedence over any local Governmental Body Regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with local Governmental Body Regulations.
- All construction shall conform to the Standard Specifications for Highway and Bridge Construction, Series 2009 where applicable.

B. Discriminatory Practices:

- All contractors or subcontractors working under the terms of this project are prohibited from engaging in discriminatory employment practices as forbidden by the Iowa Civil Rights Act of 1965. These provisions shall be fully enforced, as directed through Executive Order Number 34 dated July 22, 1988. Any breach of the provisions contained in the Iowa Civil Rights Acts of 1965 shall be regarded as a material breach of contract.
- Bidder agrees that if awarded a contract to construct and/or remodel any portion of the project described in these Specifications, neither the contractor nor any subcontractors will engage in any discriminatory employment practices based on race, color, creed, religion of natural origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material breach of contract.

3.9 Public Contract Termination:

The provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall be binding upon all parties hereto, including sub-contractors and sureties upon any bond given or filed in connection herewith.

SECTION 05 5110
ORNAMENTAL HANDRAILS AND RAILINGS

PART 1 - GENERAL:

1.01 SECTION INCLUDES

- A. Pre-engineered Circum™ stainless steel Railing System. All drawings, general and
- B. supplementary conditions including division one specifications apply to this section.

1.02 PRODUCT REFERENCES AND DESIGN REQUIREMENTS

- A. A. Principle items specified in this section are:
 - 1. Stainless steel and Stainless/wood combination handrails.
 - 2. Stainless steel or tempered glass infill panels.

1.03 DESIGN REQUIREMENTS ARE BASED ON IBC/IRC AND ADA STANDARDS:

- A. Guardrails and handrails shall meet or exceed all applicable building codes.
- B. Railings shall have high strength stainless steel to comply with structural requirements with an appropriate safety margin.
- C. All internal members shall be stainless steel, aluminum or nylon to eliminate the possibility of rust.
- D. Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.04 WORK INCLUDED

- A. Provide all materials, labor and equipment necessary to fabricate and completely install handrails, guardrails, infill panels, and other railing options as shows on drawings or specific herein.

1.05 DEFINITIONS

- A. Terms and definitions from ASTM E985 and ISO/TC 59 for railing related items apply to this section.

1.06 SYSTEM PERFORMANCE REQUIREMENTS

- A. Railings shall meet or exceed the requirements of all applicable building codes.
- B. Railings shall have high strength stainless steel in order to comply with 1.41 with adequate safety margin.
- C. All internal members shall be stainless steel, nylon or wood to eliminate the possibility of rust.
- D. Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.07 SUBMITTALS

- A. Shop Drawings for architectural approval, showing fabrication and installation of handrails and railings including plans, elevations, sections, details of components and attachments to other units of work.
- B. Product data for stainless steel/wood products to be supplied by the manufacturer.
 - 1. Maintenance instructions: Provide manufacturer's maintenance and cleaning instructions.
 - 2. Warranty: Provide manufacturer's warranty effective from completion of work.
 - 3. Initial selection:
 - a. Provide 6" long handrail samples complete with supports and rosette covers to demonstrate stainless steel grade and finish. Nylon components to be included if specified, color as indicated.
 - 4. Final verification
 - a. Qualification data for authorized installers specified in Quality Assurance is to demonstrate their capabilities and experience. Include list of completed projects with project and architect names.

1.08 STORAGE

- A. Store handrails and railing systems in clean, dry location, away from uncured concrete and masonry, protected against damage of any kind.
 - 1. Materials must be kept in original packing until installation.
 - 2. Materials to be stored at not lower than -40°C (-104°F) or higher than 100°C (212°F).

1.09 PROJECT CONDITIONS

- A. All measurements for handrails and railings should be taken from construction site elements to which railings are to fasten. This information to be recorded on final shop drawings.
- B. Coordinate fabrication schedule with construction progress to avoid delay of work

PART 2 - PRODUCT:

2.01 MANUFACTURER

- A. Mechanically fastened Stainless steel railing systems
 - 1. Manufacturer shall be HDI Railing Systems, an established U.S. manufacturer of a custom pre-engineered, mechanically fastened guardrail and handrail systems, in strict compliance with all technical requirements of the drawings and specifications. Miscellaneous metal fabricators/suppliers will not be acceptable. This standard is based on HDI Railing Systems, 3905 Continental Drive, Columbia PA 17512 Contact: Regional Manager: Fu Kha, fkha@hdirailings.com <mailto:fkha@hdirailings.com> M 717.553.3253 D 717.522.5200
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 6000.

2.02 MATERIALS FOR GUARDRAILS AND HANDRAIL SYSTEM

- A. All rails and other tubular components shall be constructed using the following:
 - 1. Stainless steel grade UNS 1.4305, type 304; surface to be 240 grain/grit finish; tubes
 - a. 1-1/2" (38mm) outside diameter by 5/64" (2 mm) wall thickness.
 - b. When using cable as infill rails, all top rail to be Stainless steel grade AISI, type 316, surface to be 240 grain/grit finish; tubes 1-1/2" diameter by 0.145" wall thickness.
 - 1) Optional natural wood handrails and top rails are connected to stainless steel true bar secured to posts using stainless steel T-connectors on top of posts: Standard wood types are available in natural beech, birch or maple, other wood types available upon request. All custom stains are subject to customer approval and require customer samples. Stainless steel true bar to be inserted into the underside of the wood as a structural element; wood is slotted to receive the true bar. All bends required for either sloped rail or other necessary changes in direction to be manufactured from stainless steel with a 240grit finish to match posts and other stainless steel fittings. Transitions from wood to stainless steel either at posts or at bends to be smooth and without burrs.
 - 2) All posts and other components shall be constructed using the following:
 - (a) Stainless steel grade UNS 1.4305, type 304, surface to be 240 grain/grit finish; tubes 1.9" diameter by 0.14" wall thickness.

2.03 GLASS PRODUCTS, GLAZING AND INFILL MATERIALS

- A. Tempered glass: Provide fully tempered safety glass with polished edges and dubbed (blunt) corners complying with ASTM C1048. Kind FT (fully tempered), condition A (un-coated). Types 1 (transparent glass, flat), quality Q3 (glazing select), class, thickness and manufacturing process as indicated below.
 - 1. Clear glass: Class 1 clear
 - 2. Allowable thickness 3/8" (9 mm) to 1/2" (13 mm) to be noted on final shop drawings.
 - 3. Manufacturing process: Manufacture fully tempered glass by horizontal (roller hearth)
 - 4. process with roll wave distortion parallel with bottom edge of glass as installed.

2.04 FASTENERS

- A. Anchors shall be fabricated from stainless steel or other materials as determined by engineering requirements with capability to sustain, without failure, load imposed within a safety factor of 4, as determined by testing per ASTM E488.

2.05 FABRICATION

- A. Fabricate railing system for compliance with structural requirements of applicable code.
- B. Pre-assemble railings prior to shipping to greatest extent possible to minimize field splicing
 - 1. and assembly. Disassemble units only as necessary for shipping and handling limitations.
 - 2. Clearly mark units for re-assembly and for coordination with shop drawings.
- C. Stainless steel tubing cuts shall be square, without burrs and where exposed, rounded to
 - 1. produce smooth rigid and hairline joints.

PART 3 – EXECUTION:

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
 - 1. B. Verify that reinforcement and anchoring devices are the correct type, have been located correctly, and have been installed properly.
 - a. C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Provide information on fastening point locations for posts where necessary to relevant parties.

3.03 INSTALLATION

- A. Installation must be in accordance with standard or non-standard, yet applicable details
 - 1. (instructions) included on installation/shop drawings provided by HDI Railing Systems.
 - a. Install components plumb and in-line, accurately fitted, free from distortion or defects and securely anchored to structure.
 - 1) Provide anchors, plates, angles, etc., necessary for connecting railings to structure.
 - 2) Any and all field welding shall be by a certified welder.
 - 3) Access for anchors that require through bolting either vertically or horizontally to be made available through General Contractor.

3.04 ERECTION TOLERANCES

- A. Maximum variation from plumb shall be 1/4".
- B. Maximum offset from true alignment for every 50-foot of railing shall be 1/4", non-accumulative.

3.05 CLEANING AND PROTECTION

- A. Remove manufacturer's protective coverings from exposed surfaces after installation.
- B. Railings shall be cleaned, including infill panels, by contractor to the satisfaction of the owner.
- C. Wipe with moistened cloth only. Do not use cleaning agents with abrasive or acid/alkaline content.
- D. General contractor to provide protective covering on handrails and guardrails if construction is not yet finished in the area where the railings are installed.

3.06 CORRECTION OF DEFICIENCIES

- A. All deficiencies in work and/or items not meeting specified requirements shall be corrected in order to meet specification requirements at no additional cost to owner.

END OF SECTION

CIRCUM

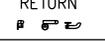
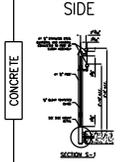
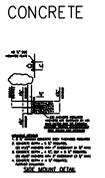
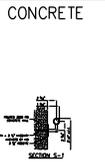
SCALE = 1:1

BLOCKS

GLASS SECTIONS

FASTENING DETAILS

WALL RAIL SECTIONS

GLASS	OTHER	
SIDE 	WALL 	LAG BASES 
	RETURN 	PANEL ASSIST 
	WOOD RAIL 	
	SIDE 	
SIDE MOUNTING		
	CONCRETE 	
	CONCRETE 	

13'-10 1/2 "

5'-9 1/2 "

5'-10 13/16 "

5'-4"

5'-4"

UP

8'-3"

11"

1

17

2

16

3

15

4

14

5

13

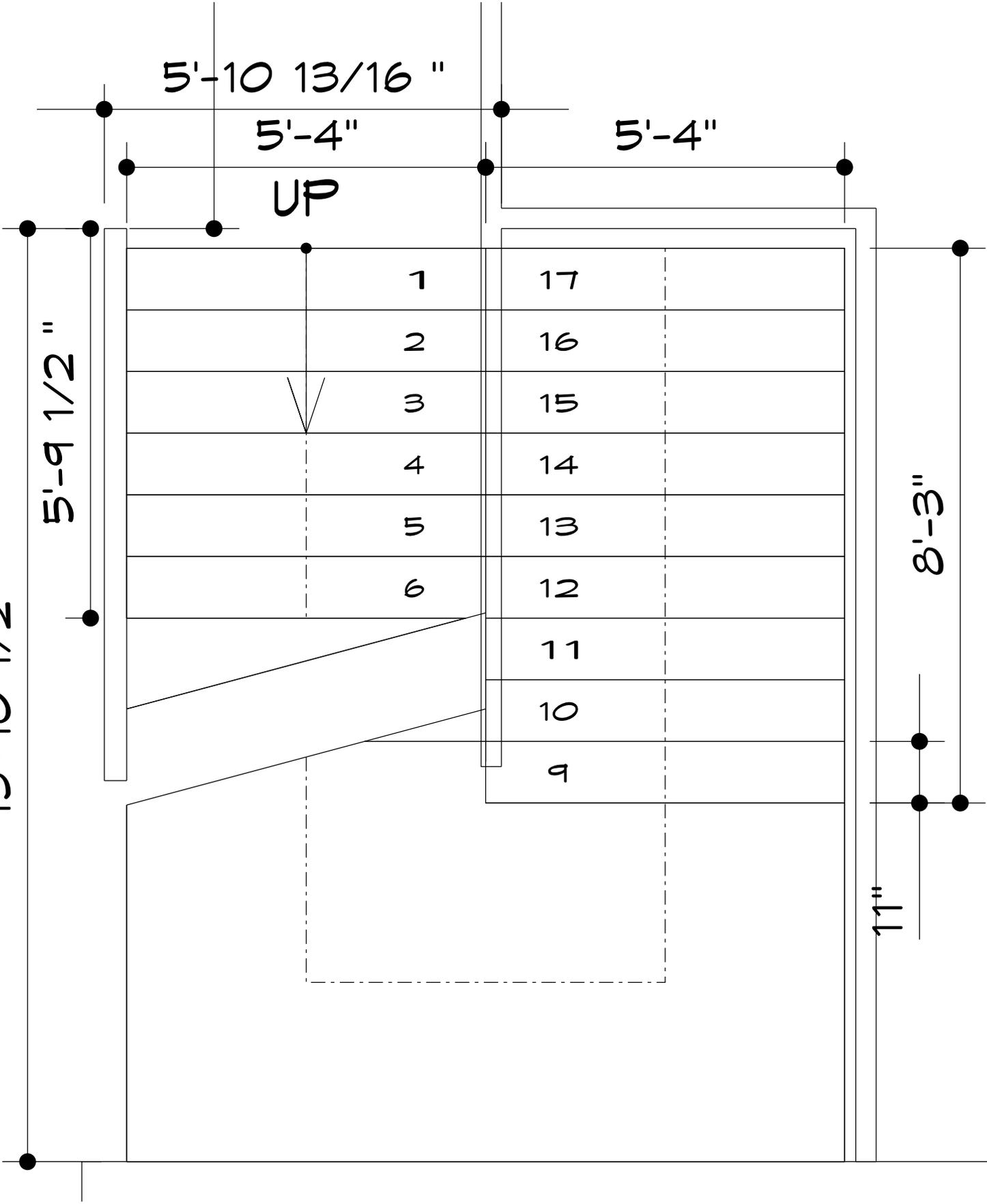
6

12

11

10

9





Library

Library
Resource Room
←

IOWA HAS STEPPED OUT OF THE MUD

1918-1919
1920-1921
1922-1923
1924-1925
1926-1927
1928-1929
1930-1931
1932-1933
1934-1935
1936-1937
1938-1939
1940-1941
1942-1943
1944-1945
1946-1947
1948-1949
1950-1951
1952-1953
1954-1955
1956-1957
1958-1959
1960-1961
1962-1963
1964-1965
1966-1967
1968-1969
1970-1971
1972-1973
1974-1975
1976-1977
1978-1979
1980-1981
1982-1983
1984-1985
1986-1987
1988-1989
1990-1991
1992-1993
1994-1995
1996-1997
1998-1999
2000-2001
2002-2003
2004-2005
2006-2007
2008-2009
2010-2011
2012-2013
2014-2015
2016-2017
2018-2019
2020-2021
2022-2023
2024-2025

INPASSABLE

01/17/2014 14:27



01/17/2014 14:27