# Solicitation Response

| | Response Due Date | Time | Location |
|---|---|---|---|
| | August 15, 2016 | 1:00 P.M. | 800 Lincoln Way, Ames, IA |

| Proposal Number | Description |
|---|---|
| **17237** | Iowa City Driver's License drywall repair and painting project |

| Contract Begin Date | Contract Completion Date | Bid Bond | Performance Bond (Y/N) | Liquidated Damages |
|---|---|---|---|---|
| August 19, 2016 | September 15, 2016 | N/A | N | N/A |

| Purchasing Agent assigned | E-mail Address | Phone | Fax |
|---|---|---|---|
| Jody McNaughton | Jody.mcnaughton@dot.iowa.gov | 515-438-3129 | 515-239-1538 |

## RESPONDER INFORMATION

| Company Name | | | Federal Tax ID |
|---|---|---|---|
| Street Address | City | State | Zip Code |

| Contact Name | E-mail Address | Phone | Fax |
|---|---|---|---|
| | | | |

| | |
|---|---|
| Responder agrees to sell goods, services or both at the same prices, terms and conditions to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. ☐ Yes ☐ No | Responder is an Iowa Targeted Small Business ☐ Yes ☐ No |

## GENERAL INFORMATION

The entire contents of this solicitation; Addendums, Schedule of Prices, Specifications, Plans and Drawings, Supplemental Terms and Conditions, Standard Terms and Conditions shall become part of the contract or purchase order. **Faxed or email responses will be accepted.**

**Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to a supplier or service provider. The Iowa DOT reserves the right to accept the response which is deemed to be in the best interest of the state. Any unauthorized changes, additions, or conditional responses including any ties to other solicitations or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for (30) days from the due date indicated above.

**Method of Award:** Award shall be made to the lowest responsible, responsive responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa responder will be given preference over an out-of-state responder when 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.

**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 in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit price shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.

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

Signed _____ Date _____

## Schedule of Prices

**Project Description**: Add drywall to repair and paint where a wall was removed.

| Item No. | Description | Quantity | Unit | Lump Sum |
|---|---|---|---|---|
| 1 | Contractor to add drywall to repair where a wall was removed drywall thickness to match existing, tape, mud, sand and texture to match adjacent walls. Paint wall to match SW7672 see attached photo. DOT to coordinate furniture moving. | 1 | Job | $_____ |
| | | | | |

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

Authorized Signature: _____

Contact Person:

Company: _____

_____
(Print Name)

Address: _____

Contractor number: _____

_____
(City) (State) (Zip Code)

Phone No: _____

Email: _____

Fax No.: _____

I acknowledge receipt of addendums: _____

# Iowa Department of Transportation
# Standard Terms and Conditions
**For**

Submission of Quotations or Bids

-INFORMAL-

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

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

- Addendums to the solicitation
- Solicitation-
  - Schedule of Prices
  - Specifications
  - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(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 Solicitation Response:** All responses must address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

**Responses must be signed and received prior to the bid opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The signed, submitted quotation or bidder's proposal shall become the official response to be considered for award.**

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

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## A. Solicitation

1. **Opening:** The opening of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. 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 response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit bid prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT or provider reserves the right to accept or reject any or all responses 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 response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from date of opening.

5. **Bid Results & Disclosure:** Tabulation results will be sent to all responders and may be posted on the Iowa DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received 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.
6. **Quality of Goods:** 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 Solicitation 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 delivery charges shall be included in the response 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 7:00 a.m. and 3:00 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 responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa company or individual will be given preference over an out-of-state company or individual when 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 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 solicitation 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 responder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **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 or contract to be submitted for processing.
6. **Default (Supplier):** 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.
7. **Default (Contractor):** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. 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 agreement.

## C. General

1. **Administrative Rules:** For additional details on the rules governing the action of the Iowa DOT Purchasing Section, refer to 761IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor, service provider 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 have 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 response, 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:** Responders to the solicitation must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **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.
9. **Iowa Open Records Law**: All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

10. **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.
11. **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 goods or services or both.
12. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
13. **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.

# Section 1 Introduction & Solicitation Information

## 1.1 Purpose

The purpose of this Request for Bid (RFB) is to solicit responses from responsible, responsive bidders to provide the goods and/or services identified and described below as specifically described in Section 2 of this solicitation.

## 1.2 General

The owner of goods and/or services sought shall be the Iowa Department of Transportation (Iowa DOT).

### 1.2.1 Project Location

Iowa Department of Transportation, Iowa City DL 1700 S.1st Ave Eastland Mall, Iowa City Iowa

### 1.2.2 Issuing Agent

The Issuing Agent, identified on the Solicitation Response page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful bidder).

### 1.2.3 RFB posted on the Internet

Bidders are required to visit the Iowa DOT's website at:
www.iowadot.gov/purchasing/lettingschedule periodically for any and all addendums or other pertinent information regarding this solicitation.

### 1.2.4 Solicitation Responses

The Iowa DOT must receive responses either **electronically or by standard mail <u>on or before</u>** the deadline on the Solicitation Response page. Any responses received after this deadline may be rejected.

Bidders must furnish all information necessary to be considered for award. Responses that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by bidders shall not be considered part of the bidders' response.

### 1.2.5 Clarification

If a Bidder requires additional information to understand specifications found in Section 2 or any other part of the solicitation, all questions must be received in writing no less than 24 hours prior to the bid opening. The Iowa DOT reserves the right to contact Bidders after receiving responses for the purpose of clarification to ensure mutual understanding.

### 1.2.6 No Minimum Guaranteed Purchase

It is understood that the Iowa DOT considers this a best estimate only of requirements and makes no firm quantity commitment.

### 1.2.7 Incurring Costs

The costs of preparation and delivery of a response are solely the responsibility of the Bidder. No payments shall be made by the Iowa DOT to cover costs incurred by any Bidder for the preparation of any response.

**1.2.8 Pre- bid / Site Visit**

[X] Non- Required Pre- bid meeting with site visit. This is not a mandatory meeting but is highly recommended that prospective bidders attend the following scheduled meeting where DOT staff will be available. To address any questions or concerns regarding the project.

**Pre-bid Date: 8/11/2016 Time: 1:00p.m. Location: 1700 S. 1st Ave Eastland Mall**

Please contact Jody McNaughton by August 10, 2016 if you are interested in attending the pre-bid.

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

# Section 2 Specifications & Contractor Responsibilities

## 2.1 Specifications

Contractor to add drywall to repair where a wall was removed drywall thickness to match existing, tape, mud, sand and texture to match adjacent walls.

Paint wall to match SW7672 see attached photo.

DOT to coordinate furniture moving allow 2 weeks for furniture moving.

Work can be done over multiple weeks, depending on available times.

Available times are Saturdays after close at 1:30 p.m., Sunday and Monday all day or as coordinated by project manager and onsite supervisor

## 2.3 Contractor Responsibilities

### 2.3.1 Sub-Contractors

The Successful Bidder for the project shall furnish the Iowa DOT with a complete list of subcontractors and major material suppliers at the pre-construction meeting.

The Iowa DOT shall approve and maintain the list of subcontractors and major suppliers and issue a general approval of same after official award of the contract, subject to the specific requirements of the Plans, Specifications and the "General Conditions of the Contract, and of these supplementary Conditions," " Special Provisions," and elsewhere with contract documents, as applicable. Deviations from the list of subcontractors and material suppliers shall be made only with the specific approval of, or at the request of the Iowa DOT.

### 2.3.2 Verifying Work of Others

When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to the Iowa DOT project manager any defects in such work and/or discrepancies between executed work plans, drawings or specifications.

### 2.3.3 Safety Data Sheets (SDS)

The vendor shall include with proposal a SDS of materials bid for which these sheets apply. The successful bidder must furnish a SDS with all material delivered.

### 2.3.4 Guarantee

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.

### 2.3.5 Workmanship

All workmanship or labor provided upon award shall be warrantied for a period of not less than twelve (12) months. The Contractor shall be responsible for any damage to other work resulting from negligence either purposeful or accidental. The Contractor will be allowed a remedy period as mutually agreed upon. The warranty period of twelve (12) months shall begin on the date of final acceptance. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship.

Work shall be performed in best, most workmanlike manner by mechanics, Contractor personnel. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense. The Iowa DOT project manager shall notify the Contractor and set up a complete walk-through inspection.

### 2.3.6 Discriminatory Practices

All Contractors or subcontractors working under the terms of these projects are prohibited from engaging in discriminatory employment practices as defined 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.

The successful 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.

### 2.3.7 Use of Premises

The successful contractors shall confine all apparatus, storage of materials and construction to areas as directed by the Iowa DOT and shall not encumber the premises with materials.

Notwithstanding any approvals or instructions which must be obtained by the Contractors from the Iowa DOT in connection with use of premises, the responsibility for the safe working conditions at the site shall remain that of the Contractors.

### 2.3.8 Clean-Up

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

### 2.3.9 Safety and OSHA STDs

The successful bidder 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 (PPE), fall protection and ventilation.

### 2.3.10 Safety and Health Regulations

The successful contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Successful 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 successful contractor's responsibility to enforce all regulations that apply to these projects.

### 2.3.11 State of Iowa 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.

### 2.3.12 Cutting and Patching

Similarly, each successful contractor shall perform all necessary patching that result from cutting of holes.

## 2.4 Performance and Payment Bond

If the contracted, estimated value is $25,000 or more, the successful Bidder shall furnish a performance bond 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 Bidder's signature.

A Resident Commission Agent or attorney-in-fact must file a copy of the power of attorney.

## 2.5 Bid Bond (if required)

***The Solicitation Response page will indicate the <u>fixed percent of the bid security required based on the amount of the Bidder's bid.</u>*** *See also Standard Terms and Conditions Section A-3.*

It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

Bid Bond's must be submitted on **Iowa DOT Form No. 131084 or the bid will be rejected.**

The Bid Bond from the qualified responsive Bidder will be retained until an executed contract is in place and the required bonds and Insurance Certificates are in the possession of the Iowa DOT after which the bid security will promptly be returned.

## 2.6 Power of Attorney

Attorney-in-fact who signs the Bid Bond and/or Performance Bond must file with each bond a certified and effectively dated copy of the Power of Attorney. It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

## 2.7 Labor Regulations

All Bidders, 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 2015. This pertains to contractor's who engage in the business of construction.

## 2.8 DOT Responsibilities

Identify Iowa DOT project manager & contact information.

### 2.8.1 Inspection and Supervision

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT project manager.
- Periodic site inspections will be carried on by the Iowa DOT project manager with the contractor to ensure coordination of the project.
- The Iowa DOT will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Iowa DOT project manager notice no less than 24 hours in advance of installation.
- The Iowa DOT project manager will be assigned to work with the successful contractor though out the project including walk throughs, inspections and final inspection.

# Section 3 Supplemental Terms & Conditions

## 3.1 Contract Award

Award will be based on the total lump sum amount of response price shown on the Schedule of Prices. The Iowa DOT will award to the lowest, most responsive, responsible bidder. The Iowa DOT reserves the right to accept the response(s) which best serves the interest of the State.

Bid price will include all requirements listed in Section 2 to complete this proposed project. The Contractor shall be responsible for taking all sub-contractor responses and for all coordination between trades.

## 3.2 Contract Period

The date of completion shall be stated in calendar days on the Responder's Response, and if necessary, adjusted by mutual agreement between the Iowa DOT and successful contractor prior to executing the contract documents.

The Iowa DOT realizes that deliveries and site conditions have a definite bearing on the completion date. The Iowa DOT will demand diligence in the progression of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise the completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

## 3.3 Payments and Completion of Contract

**3.4.1** At the Pre-Construction Conference, the contractor shall submit 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.

**3.4.2** Final payment shall be authorized not later than sixty (60) days following the completion and final acceptance of the contract, provided that the provisions 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.

**3.4.3** 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.

## 3.5 Insurance Requirements

*Contractor's Insurance*

- It shall be the Contractor's responsibility to have liability insurance covering the entire 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 Iowa DOT shall be included as "additionally insured".
- 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:

*Commercial 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 follow 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
- Occupation Disease $750,000

**Operations**

- Property Damage $250,000 each occurrence

**Builders Risk Insurance**

- Each Contractor holding a valid contract with the Iowa DOT 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.

### 3.6 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.

***Photo***

NO ceiling work to be done

Do NOT paint ceiling grid, protect grid while work is in progress

Add drywall, thickness to match adjacent area, attach to existing metal stud

Tape and mud to be flush with adjacent area

Sand, texture and paint to match wall

Paint side walls to match (SW 7672)

Furniture will be moved (by DOT) while work is in progress