

EASTERN IOWA COMMUNITY COLLEGES

SPECIFICATIONS

FOR

Re-Siding Maintenance Building

AT

CLINTON COMMUNITY COLLEGE

(MAIN CAMPUS)

April 2023

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SECTION I: INFORMATION TO BIDDERS

1:01 It is the intent of these specifications to secure RE-SIDING MAINTENANCE BUILDING BIDS for:

Clinton Community College
1000 Lincoln Blvd.
Clinton, IA 52732

1:02 Bidders Pre-Bid Meeting

Thursday, April 27th, 2023 at 1pm in Room 161

1:03 Contact Person

Mr. Keith Vogel
Facilities Operations Coordinator
Clinton Community College
1000 Lincoln Blvd.
Clinton, IA 52732
Telephone: 563-244-7035

1:04 Receipt and Opening of Bids

All ***sealed*** bids should be sent by mail or delivery to **Justin Sampson (jdsampson@eicc.edu)**, **Clinton Community College, no later than Wednesday, May 3rd, 2023 @ 2:00 PM. Bid opening will take place at that time in Room 161 at Clinton Community College.**

1:05 Bid Price

Bid price must be stated in words and numerals only. In case of conflict, words will take precedence. All names must be typed or printed below the signature.

Each bid must be completed in all respects and shall include everything required to completely fulfill the terms of the contract, including labor, materials, equipment, supplies, fees, permits, etc., as required.

1:08 Site Visit

Each bidder is expected to visit the site prior to bidding and make note of all conditions and factors which would affect the work and its costs.

It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. There will be no subsequent financial adjustment to any contract awarded thereafter which is based on lack of such prior information.

1:09 Insurance Coverage

The vendor shall maintain third party liability insurance with the limits of liability not to be less than one million dollars (\$1,000,000) per occurrence, per year.

A certificate of insurance must be submitted prior to acceptance of the contract proposal.

1:10 Bid Security

- A. With each bid, and in a separate envelope, submit a certified check or cashier's check on a solvent bank, or bid bond, equal to **five percent (5%)** of the amount of maximum bid submitted and made payable without recourse to Eastern Iowa Community Colleges.
- B. For bid bonds, use AIA form A-310, latest edition, duly executed by the bidder as principal, issued by a corporate surety company authorized to do business in the state of Iowa, with copy of Power of Attorney attached, as well as proper acknowledgements.
- C. Bid security in form of certified or cashier's check will be returned to all but the three lowest bidders within ten (10) days after opening of bids. Upon request to bid bonds for all but the three lowest bidders will also be returned within ten (10) days. Bid security of other bidders will be returned promptly after Contracts with accepted bidders have been executed, or if no awarded has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- D. Bid security shall be forfeited to as liquidated damages in the event bidders is awarded a contract and he fails or refuses to execute the Agreement and furnish specified bond within ten (10) days after award, provided Agreement is ready for signature. If Agreement has not been prepared with ten (10) days, Contract shall have two (2) days after its preparation for execution.
- E. Withdrawal of Bids. A bidder may withdraw his bid at any time prior to date set for receiving of bids (or authorized postponement thereof). Thereafter the bids may be withdrawn only after forty five (45) days has elapsed after bid date, provided that the owner has not acted thereon.

1.11 Performance Bond and Labor and Material Payment Bond

- A. Upon award of Contract, Contractor shall provide to the Architect Performance bond and Labor and Material Payment Bond in the amount of **100%** of the Contract Sum including alternates in accordance with General Conditions and Amendments to General Conditions.
- B. The cost of bond premium shall be included in bidder's lump sum proposal.

1:12 Payment Shall be Made as Follows

Bills for work completed satisfactorily shall be submitted with payment to follow within

thirty days of board approval. Arrival of bills will need to be coordinated with board meeting dates.

1:13 Property Damage

The contractor will promptly report any damage to EICC property inflicted by their employees. The contractor shall be responsible to replace or repair damaged property at the owner's discretion.

EICC property includes all property and equipment owned by the EICC or by the staff and students who occupy the buildings at the affected site.

1:14 Timeline

All work must be completed by **August 1st, 2023**. The Clinton Community College Operations Facility Manager will work with contractor as to scheduling of lots.

1:15 Professional Services

The successful bidder shall provide (3) references of similar projects and other any related professional services he/she feels necessary

1:16 Equipment, Materials and Supplies

If at any time during the contract period the equipment, materials or supplies being used are found to be inferior or do not comply with the specifications, instructions, or fail to comply with all federal and state Safety Regulations, (OSHA) and all local ordinances and fire regulations set forth in the request, the EICC reserves the right to cancel the contract after written notification of noncompliance. In the event of equipment breakdown, the contractor shall repair or replace the broken equipment so that work schedules may be met. Equipment failure will not be a valid reason to delay work schedules beyond the agreed timeline for work to be completed.

Section II: INSURANCE REQUIREMENTS

EASTERN IOWA COMMUNITY COLLEGES

INSURANCE AND CERTIFICATE REQUIREMENTS

REQUIREMENTS:

The contractor shall secure and maintain throughout the duration of this contract, insurance of such type and not less than the amounts specified herein. The Contracting Authority (EASTERN IOWA COMMUNITY COLLEGES) shall be named as "Additional Insured," using the following language: "EASTERN IOWA COMMUNITY COLLEGES, its Board of Trustees, Officials, Employees, Agents and Assigns."

Insurance coverage will be considered acceptable when provided in one of the following methods:

- A. By issuance of the original policy designating the Contractor as the insured party under the provisions of policy
- B. By endorsement to an original policy.
- C. By separate contingent policy.

The Contactor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; contracting firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder / "Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and the Contracting Authority, its agents and representatives, as "Additional Insured".

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by the Contracting Authority, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Contracting Authority. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and / or be disqualified from receiving further contract awards.

Insurance policies filed with the Contracting Authority shall state that thirty (30) calendar days prior written notice will be given to the Contracting Authority and to the Surety before any policy covered thereby is changed or canceled.

All of the insurance policies described herein shall contain provisions that the insurance companies will have no right of recovery or subrogation against the Additional Insured. It being the intent that the insurance as affected shall protect all parties and the contractor's carrier shall be primary (liable).

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Contracting Authority prior to any work being performed by the Contractor, subcontractor, or agents of the Contractor.

TYPES OF INSURANCE

A. **Workers' Compensation and Employer's Liability:** This insurance shall protect the Contractor against all claims under Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees for which for any reason, may not fall within the provisions of the Workers' Compensation Law. The liability requirements shall not be less than the following:

1. Workers' Compensation - Statutory
2. Employer's Liability
 - a. \$250,000 Per Accident
 - b. \$250,000 Disease, Policy limit
 - c. \$250,000 Disease Each Employee

- A. The Contractor’s policy shall include the “Alternate Employer” endorsement specifically naming Eastern Iowa Community Colleges. Additionally, the Contractor’s policy shall also include the “Voluntary Compensation” endorsement.

- B. Public Liability: This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$500,000
Medical Expenses (Any One Person)	\$5,000
Excess Liability – Umbrella Form	
Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

- C. Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor.

The liability limits shall not be less than the following:

Combined Single Limit (C.S.L.)	\$1,000,000
Endorsement to include:	
Any Auto or Owned, Non-Owned & Hired Autos	
Sudden & Accidental Pollution (as appropriate)	

Should any of the above listed coverage contain a Liability Deductible or Self-Insured Retention (S.I.R.) provision, evidence must be provided, upon submittal of this insurance certificate, for the Deductible amount using one of the following to guarantee financial compliance with insurance provisions:

1. Cash in Bank – in a separately indexed account
2. Letter of Credit (L.O.C.) naming Eastern Iowa Community Colleges,
or
3. Financial Guarantee Bond

This requirement will be evaluated by the College during the bid evaluation process.

MISCELLANEOUS

- A. Cost of Insurance: The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining and / or providing the required insurance coverage. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. Personal Liability of Public Officials: In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of Eastern Iowa Community Colleges thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of Eastern Iowa Community Colleges, it being understood that in such matters they act as the agent and representative of the College.
- C. Non-Waiver of Legal Rights: The Contracting Authority shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not conform to the contract.

The Contracting Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Contracting Authority, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Contracting Authority shall operate as a waiver of any portion of the contract, or any powers herein

reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. Litigation for Claims and Save Harmless Clause: The Contractor shall indemnify and hold harmless Eastern Iowa Community Colleges (the Contracting Authority), Board of Trustees, Officials, Employees, Agents and Assigns from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person(s), or property because of any act, omission, or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work.

The Contractor shall also hold the Contracting Authority, Board of Trustees, Officials, Employees, Agents and Assigns harmless from all claims for damages arising from any neglect, default or mismanagement or omission of the Contractor, any subcontractor(s), agent or employee in the performance of any duties imposed by the contract, or by law. If any litigation on account of such claims shall be commenced against the Contracting Authority, Board of Trustees, Officials, Employees, Agents or Assigns, the Contractor, upon notice thereof from the Contracting Authority, shall defend the same at their cost and expense; and the record of any judgment rendered against the Contracting Authority, Board of Trustees, Officials, Employees, Agents or Assigns to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Contracting Authority. The right of action thereof shall accrue to the Contracting Authority as soon as judgment shall have been rendered, whether the Contracting Authority shall have paid the amount or not.

EASTERN IOWA COMMUNITY COLLEGES

CERTIFICATE OF INSURANCE REQUIREMENTS

A CERTIFICATE OF INSURANCE is required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the College for review. Contract documents will not be submitted to the Eastern Iowa Community Colleges of Trustees for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all project certificates will be accepted), and show the following as "Additional Insured": EASTERN IOWA COMMUNITY COLLEGES, its Board of Trustees, Officials, Employees, Agents and Assigns.

The following statements are requirements and should aid in the preparation of an acceptable Certificate.

1. The name of the producer with complete address, zip code and telephone number.
2. The name of the Insured with complete address, zip code and telephone number.
3. The issue date must be complete.
4. The Insurance Companies affording coverage must be named and approved by the Insurance Commissioner of the State of Iowa. The Company must have an M. Bests Rating of A- or better. The carrier(s) must be identified on the face of the Insurance Certificate.
5. All Certificates shall state that XCU Coverage is included (if applicable).

The limits listed below are minimum acceptable limits. The Insurance Agent / Broker should review the Contract Special Provisions for each project, and verify with Southeastern Community College that the insurance requirements have not been changed, as limits may vary from project to project. Also, if any policy contains a Liability Deductible, or a Self-Insured Retention (S.I.R.) provision, evidence must be provided, upon submittal of the Insurance Certificate, for the Deductible amount using one of the following to guarantee financial compliance with insurance provisions:

1. Cash in bank – maintained in a separately indexed account
2. Letter Of Credit (L.O.C.) naming Eastern Iowa Community Colleges, or
3. Financial Guarantee Bond

This requirement will be evaluated by the College during the bid evaluation process.

6. General Liability

General Aggregate	\$2,000,000
Product Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$500,000
Medical Expense (Any One Person)	\$5,000

7. Automobile Liability

Combined Single Limit	\$1,000,000
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8. Excess Liability (Umbrella Form)

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

9. Workers' Compensation

Statutory Benefits (Coverage A)	
Employer's Liability (Coverage B)	\$ 250,000

10. Policy numbers for all policies must be included.

11. Policy effective dates for all policies must be included.

12. Policy expiration dates must be included.

13. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require "EASTERN IOWA COMMUNITY COLLEGES, its Board of Trustees, Officials, Employees, Agents and Assigns" to be endorsed as "Additional Insured".

14. EASTERN IOWA COMMUNITY COLLEGES must be clearly and explicitly be shown as the Certificate Holder, using the address: 306 West River Drive, Davenport, Iowa 52801 Attention: Financial Services

15. The Cancellation Clause must read exactly as follows:
"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named to the left."

16. All Certificates of Insurance must be signed by an authorized representative.

SECTION III: SPECIFICATIONS FOR CLINTON COMMUNITY COLLEGE

3:01 Description:

Clinton Community College located at 1000 Lincoln Blvd, Clinton, Iowa is presently seeking quotes for re-siding an existing maintenance building including new gutters and downspouts on the rear elevation of the building.

3:02 Scope of Work:

1. Remove existing siding and trim.
2. Cover existing garage door openings with new 29-gauge material.
3. Remove upper parapet siding and trim.
4. Supply and install 29-gauge architectural panel on existing girts and framing. (Siding color to match new Clinton Career and Technical Education building as closely as possible).
5. Provide new door trim around the perimeter of service doors.
6. Provide and install new gutters and downspouts on the rear elevation.
7. All work debris should be removed from site.
8. Excludes: new eave trim, roofing , sheet metal or roof repairs, electrical, painting etc.
9. Contractor shall provide all labor, material, parts, tools, devices and equipment necessary to complete the project.
10. Contractor is responsible for obtaining any local or regional permits required.
11. Work shall be completed in accordance with accepted practices.
12. Contractor shall deliver to Clinton Community College Facilities Manager all safety data sheets for all materials, sealants, chemicals and coatings used at the property.
13. Materials shall be applied in accordance with manufacturer's directions.
14. The contractor shall notify the Clinton Community College Facilities Manager 48 hours before arriving onsite to preform services.
15. Contractor shall work with the Clinton Community College Facilities Manager to schedule areas to be blocked off.
16. The contractor shall clean up after EACH DAY's WORK, including proper off-site disposal of job-related materials and trash.
17. Contractor shall provide W-9 (if needed) and certificate of liability insurance in accordance with the requirements and limits mandated by the Eastern Iowa Community Colleges.
18. Contractor shall submit an invoice upon completion of the project (100% completion), such statement to include a detailed breakdown of all quantities, unit costs, charges, and total costs. Invoices will be submitted to:

CLINTON COMMUNITY COLLEGE
1000 LINCOLN BLVD
CLINTON, IA 52732

SECTION IV: PROPOSAL FORM

CLINTON COMMUNITY COLLEGE

**1000 Lincoln Blvd.
Clinton, IA 52732**

P R O P O S A L

We propose to furnish material, equipment and labor – complete and in
Accordance with the contract specifications for the following sum:

Bid Price

Re-Siding Clinton CC Maintenance Building \$ _____

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE (**Type or Print**): _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TELEPHONE: () _____

E-MAIL ADDRESS: _____