

IOWA STATE UNIVERSITY

Approved Small Project Contractor Agreement

Campus Construction Work Rules And Policies

1.0 SUPERVISION AND CONSTRUCTION PROCEDURES

- 1.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instruction concerning these matters.
- 1.2 The Contractor shall be responsible to Iowa State University for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 1.3 The Contractor shall perform all work so as to cause a minimum of inconvenience to and interruption of the Iowa State University's operations. Any and all interruptions of the operations of Iowa State University necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give Iowa State University sufficient advance notice of such interruptions as to allow the University time to adjust its operations accordingly. Contractor's failure to give Iowa State University timely notice of such intentions shall place the responsibility for any resulting delays, additional costs, or other liabilities solely with the Contractor.
- 1.4 Prior to commencing the Work, the Contractor shall contact all affected entities supplying utilities and arrange for the moving of such utility installations as is necessary for the performance of the Work. It shall be the responsibility of the Contractor to coordinate the Work with that of the affected entities in such a manner as to cause the least possible interference.

2.0 CONTRACTOR CONDUCT/SEXUAL HARASSMENT

- 2.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 2.2 Iowa State University will not tolerate sexual harassment. Sexual harassment is a form of sex discrimination as defined in the Code of Iowa and, as such, is illegal under both federal and state law.
- 2.3 Sexual harassment is defined as unwelcomed advances, verbal or physical conduct of a sexual nature, or requests for sexual favors when submission to such behavior is made a condition or status of employment.

3.0 PERMITS, FEES AND NOTICES

- 3.1 The Contractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
- 3.2 All construction under this contract shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to and will take precedence over local government bodies' regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

4.0 SAFETY OF PERSONS AND PROPERTY

- 4.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 4.1.1 employees on the Work site and other persons who may be affected by the Work;
 - 4.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 4.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 4.2 Accident Prevention: The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- 4.3 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 4.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Universitys and users of adjacent sites and utilities.
- 4.5 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 4.6 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 21.1.2 and 21.1.3 caused in whole or in part by the Contractor, any Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.
- 4.7 The Contractor is responsible for conducting a safety program and/or precautions on the project site that assures work on the site is conducted in accordance with all guidelines and requirements of OSHA and other applicable laws, building and construction codes, and sound construction practice. The Contractor shall prepare, implement and enforce a project safety plan for the purpose of maintaining a site where work is conducted in a safe manner. A copy of the safety plan shall be maintained on site at all times. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents.
- 4.8 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 4.9 The Contractor shall comply with provisions of Chapter 88 of the Code of Iowa pertaining to Occupational Safety and Health Administration (OSHA) entrance and inspections which states that the State Labor Commissioner or State Labor Commissioner's representative upon presenting appropriate credentials to the University, operator, or agent in charge, is authorized:
 - 4.9.1 to enter without delay and at reasonable times a factory, plant, establishment, construction site, or other area, work place or environment, where work is performed by an employee of an employer;

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

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

5.0 EMERGENCIES

- 5.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

6.0 FIRE PROTECTION

- 6.1 During the construction period provide fire protection. Provide at least one (1) U.L. listed multipurpose dry chemical fire extinguisher (2A20BC) rating on each floor. This requirement is in addition to the Owner's present equipment.

6.2 Preparation of flammable compounds inside the building is prohibited.

- 6.3 Gasoline and other flammable and volatile fluids having low flash point and ignition temperatures shall not be stored or handled in the building except in U.L. listed safety cans. Reserve flammable liquids in barrels should be stored well away from the structure and kept under lock and key.

- 6.4 Hot Work Procedures: Hot work processes should be avoided to the greatest extent possible. Hot work includes any work where an ignition source is an element of the work process and includes but is not limited to welding, flame cutting, grinding, pipe sweating, soldering, etc. Where hot work is required by these specifications or cannot otherwise be avoided, these activities must be carefully controlled and supervised.

- 6.4.1 The Contractor shall designate a Hot Work Supervisor on the project site to be responsible for supervising and controlling hot work who is fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. Before hot work activities take place, the Hot Work Supervisor shall determine what actions must be taken to ensure that hot work is performed safely. This includes identifying hazards, implementing control measures, ensuring that a trained operator is performing work, and posting a fire watch. All personnel performing hot work must be fully trained in hot work safety guidelines, including causes of fires, preventative measures, personal protective equipment, etc. The recommendations of the Hot Work Supervisor must be documented and posted at each location of hot work. All incidences of hot work and precautions taken shall be documented in the Contractor daily reports.

- 6.4.2 Before proceeding with hot work, combustible materials within 35 ft of the work zone must be removed and any openings in walls floors or ducts that are within 35 ft of the work zone must be covered to eliminate travel passages for sparks, heat and flames. Where it is not possible to remove combustible materials, protect combustibles through the use of fire-resistant or fire-retardant barriers.

- 6.4.3 Hot work activities should only be conducted in areas free of flammable or combustible materials (liquids, vapors or dusts). Whenever possible welding and cutting operations should be carried out in permanent welding facilities designed to contain operations with noncombustible barriers and properly exhaust heat and fumes. Welding is not permitted in or near closed tanks that contain or may have contained flammable liquids, unless they have been thoroughly drained, purged and tested to be free of flammable gases or vapors. Welding will not be permitted on any closed containers.

- 6.4.4 Whenever hot work activities occur, the Contractor must provide a fully charged operating fire extinguisher in the hot work zone. Automatic sprinkler systems should be in service during hot work activities whenever possible. All fire detection and alarm system devices shall be covered as required to prevent unintended activation and false alarms.
- 6.4.5 The Contractor shall designate an individual responsible for providing a fire watch to supervise hot work activities and ensure safe handling of hot work equipment. The fire watch is responsible for monitoring the hot work area for fires and be prepared to take emergency action during hot work activities and for a minimum period of 30 minutes after work is completed.

7.0 IOWA HAZARDOUS CHEMICAL RISKS RIGHT TO KNOW LAW

7.1 University's Responsibility

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

7.2 Contractor's Responsibility

- 7.2.1 All Work on the Project shall be in accordance with the Iowa Hazardous Chemical Risks Right to Know Law (Iowa Administrative Code 875, Chapter 110).
- 7.2.2 Contractor shall provide to the University a list of known hazardous chemicals that they anticipate will be used on site as well as other pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to University upon request.

8.0 HAZARDOUS MATERIALS

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

9.0 USE OF SITE

- 9.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- 9.2 Construction activities, including materials storage, shall be limited to the areas shown on the drawings or otherwise designated by the University's Representative. Contractor personnel may not enter or use buildings or facilities adjacent to the construction site. Where the project requires work within an existing building, Contractor personnel shall be limited to the construction area designated. The Contractor shall maintain all facility exits and passageways in a continually usable condition and promptly inform the University's Representative on any activities that may interfere with exits or passageways.
- 9.3 Under Iowa law, smoking is not allowed on university property. No smoking or use of smokeless tobacco will be permitted inside a building under construction whether enclosed or not. No food or drink, other than drinking water, will be allowed inside the building except in areas specifically designated and maintained by the Contractor for this purpose. Absolutely no alcoholic beverages or use of illegal drugs will be permitted on the site

- 9.4 The Contractor shall take all necessary precautions to prevent damage to pipes, conduits, and other underground structures. The Contractor shall protect from disturbance or damage all monuments and property marks until an authorized agent of the University has witnessed or otherwise referenced their location and the Contractor shall not remove such marks or monuments until directed.
- 9.5 The Contractor must provide the Owner with a job site telephone number and after hour emergency telephone number that is answered on a 24 hour basis and must maintain these current throughout the duration of the project.

10.0 EXISTING SITE FACILITIES AND CONDITIONS

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

11.0 SITE MAINTENANCE

- 11.1 It is the intent of the University to keep the construction area as inconspicuous as possible and the campus attractive and pleasant for the public and students. The Contractor's understanding of this goal and cooperation in carrying it out is vital to the successful promotion and preservation of the university.
- 11.2 The Contractor shall maintain the site and adjacent premises in a clean, safe and orderly condition. Where work is occurring in an existing facility, the Contractor is responsible for erecting and maintaining dust partitions and other barriers as required to keep dust and construction debris confined to the site. The Contractor shall keep the site and adjacent premises as free from materials, debris, rubbish, and trash as practical. Grass and weeds shall be kept cut and fence rows shall be trimmed. Stored materials shall be orderly and protected from damage.
- 11.3 Trash shall be disposed of regularly and not allowed to accumulate. Debris generated by demolition activity shall be removed from the job site on the same day it is generated. Provide waste receptacles at convenient locations and provide regular collection of wastes, litter including building material wastes and sanitary sewers. The Contractor shall dispose of all rubbish and debris off-campus in an approved landfill area.
- 11.4 The Contractor shall take appropriate measures to control run-off from the site during and following construction including but not limited to the following:
- 11.4.1 Access roads to and through the site must be maintained such that dirt and debris will not be tracked onto adjacent roadways. The Contractor is responsible for removal of any dirt or debris accumulations from roads and streets adjacent to the site daily. Construction entrances adjacent to public/private roads shall be graveled immediately to prevent vehicle tracking. Consider use of geotextiles beneath these graveled areas. The contractor shall promptly clean up site material tracked onto adjacent streets/property.
- 11.4.2 Maintenance of all temporary and permanent erosion control measures is the responsibility of the contractor. Cleaning of silt control devices shall begin when they have lost 50% of their capacity. All storm water inlets both inside and adjacent to the site must be adequately protected with silt fence, rip-rap, compost socks, straw bales, sediment traps, or other approved methods.
- 11.4.3 Provide designated areas for concrete truck washouts that have controlled outlets. No disposal of concrete waste is allowed on campus other than areas designated by the Contractor within the construction site.

- 11.5 Contractor's vehicles may not be driven into lawn areas without prior approval of the University's Representative. In those cases where driving on lawn areas cannot be avoided, the Contractor shall provide planking material upon which to drive. The Contractor will be held responsible for damages if these procedures are not followed. Lawn areas outside of the designated construction area which are disturbed or damaged by construction activities will be repaired by the University and paid for by the Contractor.
- 11.5.1 The Contractor shall remove to the University's satisfaction, all asphalt or concrete spilled on or around the buildings. Concrete and asphalt debris and similar debris shall be deposited off-campus.
- 11.5.2 Where excavation activities result in excess topsoil to be disposed of, this material shall be deposited on campus as directed by the University's Representative and leveled and shaped to match the surrounding terrain.

12.0 EXISTING UTILITIES AND STRUCTURES

- 12.1 The Contractor's attention is directed to the extensive network of existing underground pipelines, tunnels, manholes, and electric conduit in the area. It is the Contractor's responsibility to become acquainted with the extent and location of these underground structures and to protect them against damage from his operations. The Contractor shall exercise care to protect underground pipelines, tunnels, and duct banks from heavy vehicular traffic. Heavy wooden mats shall be used where required.
- 12.2 Existing utilities shall be adequately protected from damage due to construction by Contractor. The Contractor shall verify the exact locations of existing utilities before starting excavation or trench cutting operations. Excavation adjacent to underground structures shall be done with care. Where required, excavation shall be performed by hand digging around utilities to locate and prevent rupture or breaking of lines. Temporary support and maintenance of all underground utilities including shoring, planking, support material, temporary fill or other protection as required for utilities to remain in continuous service shall be furnished by the Contractor. Where new excavation is below the support line of existing structures, sheeting or other approved procedures shall be utilized. Cost of repairing any damages to existing utilities shall be paid by the Contractor without expense to the university or other utility University's. The University reserves the right to repair any existing utility damaged by the Contractor, at the Contractor's expense.
- 12.3 Existing utilities which are shown on the drawings or field located and are damaged by the Contractor shall be repaired or replaced, at the University's sole option, entirely at the cost of the Contractor. Where damage necessitates a utility outage, Contractor shall work continuously on a 24-hour, around the clock basis until the damaged utility is placed into service again. All costs to be the responsibility of the Contractor.
- 12.4 If existing utilities are encountered during construction which are not shown on plans, and which have not been field located prior to encountering same, Contractor shall immediately stop work in that area and notify University's Representative. The University's Representative will make a determination as to nature of utility and direct the Contractor as to what action is to be taken.
- 12.5 No valve, switch or other control of the existing utility systems shall be operated for any purpose by the Contractor without prior approval of the university.

13.0 UTILITY LOCATES

- 13.1 Contractors completing any excavation work are required by law to notify Iowa One Call (800-292-8989 or 811) for locates of utilities at least 48 hours prior to ALL excavations (not including weekends and holidays). **No excavation work can commence until after this 48 hour time-period commencing with the issuance of a locate request or dig number from Iowa One Call has transpired.**

- 13.1.1 When contacting Iowa One Call, the Contractor shall provide the following project location information to the operator for every locate requested: Iowa State University, Project Name, closest street, intersection, or existing building, GPS coordinates, and/or other descriptions that clearly define the work site
- 13.2 Prior to contacting Iowa One Call, the Contractor, subcontractor or sub-subcontractor shall white-line the proposed work sufficiently to allow the locator to easily identify the excavation area. White-lining shall be completed utilizing white paint and/or white flags.
- 13.3 The University will locate and mark existing university-owned and operated utilities.
- 13.4 Marking of university operated utilities shall be accomplished by color-coding in accordance with the Uniform Color Code of the American Public Works Association. Locates shall be marked as follows:

Utility	Flags	Bristle Line Marker	Ground Painting
Electric	Red w/white letters	Red	Red dots
Telephone & Data (Fiber Optic)	Orange w/white lettering	Orange	Orange dots
Natural Gas	Yellow w/black lettering	Yellow	Yellow dots
Steam/Steam Tunnels/Condensate	Yellow w/blue lettering	Yellow	Yellow circle w/blue center
Domestic Water	Blue w/white lettering	Blue	Blue dots
Chilled Water	Blue w/red lettering	Blue	Blue circle w/red center
Sanitary Sewer	Green w/black lettering	Green	Black circle w/green center
Storm Sewer	Green w/white lettering	Green	White circle w/green center

- 13.5 The Contractor, subcontractor or sub-subcontractor shall assign one person to work with the university locator. Requests for utility locates shall be sequenced in accordance with the work schedule to minimize the number of times each utility must be located.
- 13.6 The Contractor, subcontractor or sub-subcontractor shall preserve locate markings at all times during the work. If the markings will be destroyed or otherwise altered during the excavation, the Contractor, subcontractor or sub-subcontractor must establish suitable reference points which will enable locations of the underground facilities to be maintained at all times during the excavation.
- 13.7 The accuracy of the locates or tolerance zone shall be eighteen (18) inches on either side of the underground utility outside edge. Depth of buried lines varies and will not be marked. The Contractor, subcontractor or sub-subcontractor shall confirm and verify exact locations of utilities prior to commencing construction operations utilizing hand digging or pot-holing methods acceptable to the University or owner of the utility. The Contractor, subcontractor or sub-subcontractor shall be responsible for all construction in the area of existing utilities.
- 13.8 The following utilities are known to have facilities on university property:
1. Telecommunications – CenturyLink, Iowa Communications Network-State of Iowa, Windstream, ICS Advance Technologies, Aureon, Unite Private Networks
 2. Cable TV – Mediacom
 3. Natural Gas – Alliant/IES Utilities or Northern Natural Gas Company
 4. Water – City of Ames
 5. Electrical – City of Ames
 6. Sanitary Sewer-City of Ames
 7. Storm Sewer-City of Ames
- 13.9 The Contractor, subcontractor or sub-subcontractor shall not assume all utilities are shown on the drawings or in exact locations.

14.0 PROTECTION OF TREES

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

- 14.2 Do not permit heavy equipment or stockpiles within the branch spread. No ropes, wires, cables or other devices shall at any time be affixed to a tree or shrub so as to damage the bark, break branches, or destroy its natural shape.
- 14.3 The Contractor shall be liable in cases of accidental damage to trees and shrubs which are to remain on the site.
- 14.4 The Contractor shall notify the University immediately in cases of accidental damage so that proper repairs can be made. Cost of such repairs are to be assessed to the Contractor. The Contractor shall not attempt to make such repairs himself.
- 14.5 Evaluation of trees or shrubs damaged beyond repair shall be made on the basis of replacement cost, if replaceable, with material of equal size. In cases where it would not be possible to replace a tree with one of equal size, trees shall be evaluated on the basis of the "Shade Tree Evaluation" formula of the International Shade Tree Conference, current edition.

15.0 USE OF ELEVATOR

- 15.1 Elevators in University Facilities may not be used for construction activities unless specifically approved by the University's Representative. If approved for use, the Contractor shall take the necessary precautions to prevent damage to the elevator cars and equipment. The Contractor shall provide and install protective padding to inside perimeter walls and use care in moving materials and equipment through the doors. Any damages caused to elevators by construction activities will be repaired at the cost of the Contractor.
- 15.2 The Contractor shall not load elevator over the rated name plate capacity nor exceed the per square-inch floor loading design. Any damage to elevator surfaces or mechanism will be repaired by the University and shall be paid for by the Contractor.
- 15.3 The Contractor shall utilize only the elevator designated by the University's Representative and shall not assume that all elevators are for use.

16.0 SITE STAGING PLAN

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

17.0 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

18.0 PARKING ON CAMPUS

- 18.1 No parking of Contractor vehicles or the private vehicles of the Contractor's employees will be permitted in areas other than those shown on the drawings or approved by the University's Representative.
- 18.2 All workmen requiring parking that cannot be accommodated on a construction site will have parking provided for in the southwest corner of the Iowa State Center parking lot. Transportation of workers from designated parking to and from the job site is the Contractor's responsibility. Shuttle bus service is available from the Iowa State Center parking lot to campus. The Iowa State Center lots may not be used for staging of construction material deliveries or truck parking without approval of the University's Representative.
- 18.3 Vehicles illegally parked may be issued a citation and/or towed away and impounded.

19.0 BUILDING KEYS AND ACCESS CARDS

- 19.1 The University's Representative will authorize issuance of keys/access cards to the Contractor. Contractor shall be responsible for the keys/access cards and must return them to Facilities Planning and Management at the end of the project. Contractor shall pay for any lost keys/access cards and rekeying or changing of locks, should the keys/access cards be lost by the Contractor. Rekeying or changing of locks when commenced will not be stopped in the process should the Contractor find the keys/access cards after notifying the University that they are lost.
- 19.2 The University's Representative will authorize the issuance of gate cards to the Contractor when access is necessary to areas where traffic is restricted. It is the responsibility of the Contractor to furnish gate cards to their subcontractors. Acceptance of the contract is contingent upon return of gate cards.
- 19.3 The Contractor will be charged for any lost keys, access cards, or gate cards and all costs incurred by the University as a result of the lost keys, access cards, or gate cards including rekeying or changing of locks. Rekeying or changing of locks when commenced will not be stopped in the process should the Contractor find the keys/access cards after notifying the University that they are lost.

20.0 20.0 EXISTING SITE LIGHTING

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

21.0 FIRE ALARM SYSTEMS

- 21.1 Whenever construction activities are taking place in buildings with active fire alarm and fire sprinkler systems, the Contractor is advised to be aware of existing fire protection devices within and adjacent to the work area. It is the Contractor's responsibility to cover and protect all devices as required to prevent unintended activation and false alarms. In the event that a device is activated due to failure of the Contractor to take necessary precautions, the Contractor will be charged \$500 for each occurrence.

22.0 CLEANING UP

- 22.1 The Contractor shall at all times keep the site of the Work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of the University, such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public. The Contractor shall be responsible for the removal of dirt accumulations or any other debris on campus roads and public streets and highways resulting from the Contractor's operations of the Work. If the Contractor should fails to clean up the site of the Work and adjacent premises, Iowa State University may do so and charge the cost thereof to the Contractor.
- 22.2 At the completion of the Work, the Contractor shall remove all materials, implements, barricades, equipment, staging, piling falsework, debris and rubbish connected with or caused by operations for such Work immediately upon the completion of that Work and shall leave the premises in perfect condition insofar as affected by the Work under the Contract. Fires for disposal of rubbish on the site are prohibited.

23.0 ACCESS TO WORK

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

24.0 CONTRACTOR'S LIABILITY INSURANCE

- 24.1 The Contractor shall purchase from and maintain with a company or companies lawfully authorized to do business in the state of Iowa such insurance as will protect the Contractor from Claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 24.1.1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - 24.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 24.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 24.1.4 claims for damages insured by standard personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
 - 24.1.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 24.1.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 - 24.1.7 claims involving contractual liability insurance applicable to the Contractor's indemnification obligations described in the lease agreement.
- 24.2 The insurance required shall be written for not less than limits of liability specified by the University or required by law, whichever coverage is greater. Coverage's, shall be written on an occurrence basis, and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment; except that products and completed operations coverage must be maintained for a minimum of two years after final payment.
- 24.3 Certificates of Insurance acceptable to the University shall be filed with the University prior to commencement of the Work. These Certificates and the insurance policies required shall contain a provision that coverage's afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the University. If any of the foregoing insurance coverages are required to remain in force after final payment, the Contractor shall renew policies which expire during the period of required coverage and, prior to each renewal date, shall notify the University of such renewal.
- 24.4 The Contractor shall either (1) require each Subcontractor to procure and to maintain Subcontractor's Liability Insurance of the type and in the same amounts as specified above or (2) insure the activities of Subcontractors in the Contractor's own policy.
- 24.5 Each and every policy for Liability Insurance, carried by each Contractor and Subcontractor as required above shall include a Contractual Liability coverage endorsement.
- 24.6 Contractor shall renew policies which expire during the course of construction and, prior to each renewal date, notify the University of such renewal.