REQUEST FOR PROPOSAL

Building Enclosure Testing and Inspections
Iowa Memorial Union – Flood Mitigation and Recovery
University of Iowa
  # 0132203

Addendum #3

Issued: Wednesday, September 04, 2013

Changes:

Item #01: Incorporate Bid Addendum #03 issued by Rohrbach Associates PC.
REQUEST FOR PROPOSAL

Building Enclosure Testing and Inspections
Iowa Memorial Union – Flood Mitigation and Recovery
University of Iowa
# 0132203

Addendum #2

Issued: Thursday, August 29, 2013

Changes:

Item #01: Incorporate Bid Addendum #02 issued by Rohrbach Associates PC.
REQUEST FOR PROPOSAL

Building Enclosure Testing and Inspections
Iowa Memorial Union – Flood Mitigation and Recovery
University of Iowa
# 0132203

Addendum #1

Issued: Thursday, August 22, 2013

Changes:

Item #01: Incorporate Bid Addendum #01 issued by Rohrbach Associates PC.

Item #02: Disregard “DRAFT” water stamp on the RFP.

Item #03: Article 4.1.2.1 – Change when the Project will be Substantially Complete from April 17, 2015 to “Interior work shall be Substantially Complete by April 17, 2015, and the exterior work shall be Substantially Complete by May 15, 2015.”

Item #04: Article 4.1.14 – Add to the end of the last sentence “or a Professional Engineer who has fifteen (15) years’ experience with building enclosure testing and inspections.”

Item #05: Article 4.1.16 – Add to the end of the last sentence “or a Professional Engineer who has experience with building enclosure testing and inspections.”
REQUEST FOR PROPOSAL

August 12, 2013

RE: Request for Proposal – Building Enclosure Testing and Inspections
Iowa Memorial Union (IMU) Flood Mitigation and Permanent Recovery
University of Iowa
Project # 0132203

The University of Iowa intends to retain a qualified company to provide Building Enclosure Testing and Inspections Professional Services of the Iowa Memorial Union (IMU) Flood Mitigation and Permanent Recovery Project, located at 125 North Madison Street.

The project will encompass Building Enclosure Testing and Inspections for the construction of the new facility, requirements for the inspections and testing requirements are identified in the Bid Documents. Interested and qualified companies are invited to submit a proposal for the project based on the scope of work identified below.

Background

In 2008 the University of Iowa received severe damage to several facilities due to the record flood levels of the Iowa River. The flood event infiltrated well past the 100 year flood plain making it unpredictable by today’s standards. There was approximately 40% more flow in the Iowa River during the 2008 flood event than during the 1993 flood event.

Over 40 facilities located on the University of Iowa Campus were damaged from the flood waters. Of these, the entire Ground Level and Basement, and a majority of the building operational systems of the Iowa Memorial Union were damaged significantly.

SECTION I – REQUEST FOR PROPOSAL

1.1 It is the University of Iowa’s intentions to select one company to perform the Building Envelope Commissioning Professional Services for the construction of the facility identified in this RFP.

1.2 The University of Iowa reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.

1.3 Receipt and Opening of Proposals:

1.3.1 The University of Iowa will receive Proposals at the Planning Design & Construction office, 200 University Services Building, The University of Iowa, Iowa City, Iowa 52242-1922, until 2:00 p.m. local Iowa time on the proposal date specified for this Request for Proposals.

1.3.2 Any Proposal received at 2:00 p.m. or after on the Proposal date specified for the receipt of Proposals will not be considered and will be returned unopened.

1.3.3 Each Proposer shall be solely responsible for the delivery of their Proposal to the Owner at the place and before the time specified in Paragraph 1.3.1 above.

1.4 Proposals shall be submitted by Thursday, September 12, 2013 at 10:00 AM (our clock) CDT.

1.4.1 If the Proposal is mailed, then the Proposer must indicate on the shipping label or on a separately prepared label adhered to the outside of the shipping envelope, the project title, and The University of Iowa project number and proposal date.
1.5 A pre-proposal meeting will be held on **Thursday, August 22, 2013 at 10:00am** at the following location:

   200 University Services Building  
   Room 242  
   University of Iowa  
   Iowa City, Iowa  52242

Attendance at the pre-proposal meeting is highly recommended for all Proposers intending to submit a proposal. This will allow job specifics to be discussed, questions posed and answered, helping to ensure all proposers have like information and understand the project.

1.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn anytime prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

### SECTION II - INSTRUCTIONS TO PROPOSERS

2.0 Definitions: The following terms, when used in this Request for Proposal are to be defined as follows:

- **University, Owner**: The University of Iowa
- **Owner's Representative**: Kirsta Scranton
- **Proposer, Company, Vendor, and Testing Agency**: A bidder/proposer submitting a response/proposal to this RFP. The terms are used interchangeably throughout this document.
- **Shall/Must**: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal.
- **Contract/Agreement**: These terms are used interchangeably throughout this document.
- **Bid/Proposal**: Response submitted to this RFP.
- **Bid Documents**: Contract Documents prepared by Rohrbach Associates PC.
- **Design Professional**: Rohrbach Associates PC is the design professional on this project.

2.1 Proposals shall indicate the full name of the Company, shall be signed in the firm or corporate name of the Company, and shall bear the longhand signature of the principal duly authorized to execute contracts for the Company.

2.2 All erasures or corrections shall be initialed by the person signing the Proposal.

2.3 Each Proposer by submitting a Proposal, represents that Proposer has:

   2.3.1 Read and completely understands the instructions and terms and conditions stated in this Request for Proposal; including all attachments.

   2.3.2 Visited the site and is totally familiar with the conditions under which the services are to be performed including availability and cost of labor and materials. Tours of the site are available as defined under Article 1.5.

   2.3.3 Based on the Proposal upon the services described in the Request for Proposal.

2.4 The University of Iowa reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
2.5 This Request for Proposal does not commit the University of Iowa to make an award, nor will the University pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.6 The University may make such investigations as deemed necessary to determine the ability of the Proposer to perform the services and the Proposer shall furnish to the Owner all such information and data for these purposes as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the services contemplated therein.

2.7 Proposers are encouraged to keep proposals concise and to the point. Proposals shall include a table of contents and each page shall be sequentially numbered in the lower right hand corner.

2.8 Addenda and Interpretations:

2.8.1 Each Proposer shall examine the Request for Proposal carefully and not later than seven (7) days prior to the date set for receipt of Proposals, shall make written request to the University’s Planning, Design & Construction office, Attn: Kirsta Scranton, 200 University Services Building, Iowa City, IA 52242, for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered.

2.8.2 Any and all interpretations, corrections, revisions, and amendments shall be issued by the Owner to all holders of Request for Proposal in the form of written addenda. All addenda so issued shall become part of the RFP and shall be acknowledged by the Proposer and dated on the bottom of the Signature Page (Attachment B).

2.8.3 Only those interpretations, corrections, revisions, and amendments confirmed by written addenda shall be binding. Proposers are cautioned to refrain from including in their Proposal any interpretations, corrections, revisions, and amendments which are not confirmed by written addenda.

2.9 Important exceptions to RFP - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. All exceptions shall be noted on the Signature Page (Attachment B). Companies are cautioned that exceptions taken to this RFP may cause the Proposal to be rejected.

2.10 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references (Attachment A), and/or additional information as indicated, may result in disqualification by reason of “non responsiveness”.

2.11 Silence of Specifications - Commercially accepted practices shall apply to any detail not covered in the specifications and to any omission of the specifications. Any omission or question of interpretation of the specifications that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

2.12 The Company awarded this work shall submit a Certificate of Insurance meeting all University of Iowa requirements. (See Section VIII – Insurance Requirements). Additionally, the Company shall submit copies of all Certifications, including Permits, staff Licenses and Certifications.

SECTION III - SPECIAL TERMS AND CONDITIONS
3.0 AGREEMENT

3.0.1 A Standard Form of Agreement (See Attachment C) prepared by the University shall be executed by the University and the Testing Agency as the binding contractual agreement for this Request for Proposal. The Testing Agency shall submit a Certificate of Insurance meeting the University requirements with the executed Standard Form of Agreement.

3.0.2 The University and the Testing Agency may extend the original agreement as required by written mutual agreement (Professional Services Agreement Amendment) between the University and the Testing Agency.

3.0.3 Each section contained herein, any addenda and the response from the successful Proposer shall be incorporated by reference into the Standard Form of Agreement. Only the University’s Standard Form of Agreement shall be used. No other forms shall be allowed.

3.0.4 The University reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the University and the Testing Agency. The Testing Agency shall not commence any additional work or change the scope of the Services until receiving written authorization from the University of Iowa. The Testing Agency shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Testing Agency and the University. The Agreement may only be amended, supplemented or modified by a written document executed in the same manner as the original Agreement.

3.0.5 No price escalation will be allowed during the term of the agreement.

3.0.6 The University will in no case agree to terms not submitted for review with Proposals.

3.1 COMPENSATION

3.1.1 Hourly rates are to be all-inclusive and shall include labor, mileage, insurance, mobilization, demobilization, data base, travel expenses, lodging, meals, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the referenced project according to “normal” industry standards per the specifications, exclusive of all taxes. Overhead shall include all costs associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with field staff Building Enclosure Testing and Inspections. There shall be no charges for overtime or holiday premium pay. No other expenses will be allowed.

3.2 INVOICE PROCEDURE – PAYMENT TERMS

3.2.1 Payment terms for authorized services are net thirty (30) days upon receipt of an acceptable original invoice and after all supporting documentation and services are provided, inspected and accepted by the University of Iowa.

3.2.2 For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with the Testing Agency’s invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the University of Iowa requests. Violation of this provision by the Testing Agency shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the University of Iowa.
3.2.3 All invoices and supporting documentation shall be submitted on a **monthly** basis to the designated University’s Project Manager.

3.2.4 The invoice shall clearly state:
Building Enclosure Testing and Inspections Company Name;
Onsite personnel;
Dates work was performed;
Hours worked per personnel;
Description of work performed, and
Project Name, University of Iowa Project #, Contract #, and FEMA Project Worksheet #

3.2.5 Sample invoices shall be provided by the University of Iowa that have been pre-approved for format. See [http://www.facilities.uiowa.edu/pdc/consultants/agreement-form.html](http://www.facilities.uiowa.edu/pdc/consultants/agreement-form.html) for invoice format.

3.2.6 The University may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, lack of supporting documentation, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

### SECTION IV - TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.1 **SCOPE OF WORK**

4.1.1 The Testing Agency shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, room & board, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services (hereinafter “Services”). The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. The Testing Agency shall provide, perform and complete all of the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with all federal,
state and municipal regulations, and as required by or pursuant to this Request for Proposal.

4.1.2 The University of Iowa is seeking a qualified Company to provide Building Enclosure Testing and Inspections Professional Services for the following flood recovery project:

4.1.2.1 The restoration of the Basement and Ground Floor levels to the condition that existed before the 2008 flood (these damaged levels have been cleaned to expose bare concrete surfaces and metal studs, and left with minimal functioning electrical and HVAC services), construction of a new flood wall system (consisting of permanent concrete flood walls and removable flood walls to protect the Iowa Memorial Union from future flood events), construction of raised terraces behind the permanent flood walls on the north and west, construction of a new 540 SF north entrance vestibule addition, construction of a 2,200 SF storage room under the west terrace deck (for storing removable flood wall components), and construction of a series of eleven (11) de-watering wells designed to prevent ground water from entering the building’s Basement and Ground Floor levels during future flood events It is estimated this project will begin in Fall 2013 and is to be Substantially Complete by April 17, 2015.

4.1.3 The University of Iowa has contracted with Rohrbach Associates PC. of Iowa City, IA to prepare construction documents for the Project. The documents are available for review at the following ftp site: http://dfs.rapidsrepro.com

4.1.4 Compliance with the Bid Documents dated August 2, 2013 and any addendum prepared by Rohrbach Associated PC. If there are any discrepancies bid the most stringent and notify the Owner’s Representative.

4.1.5 For intent of this submittal, it is estimated that the construction work under this project will be performed six (6) days per week, Monday through Saturday.

4.1.6 The Proposer shall provide schedule activities and duration for its scope of work to be included in the General Contractor’s master schedule.

4.1.7 Attend pre-construction meetings for this scope of work.

4.1.8 Attend progress meetings, as required, when this scope of work is occurring in the field.

4.1.9 Attend walk through with the product manufacturer representative as required in the specifications.

4.1.10 There is no onsite parking available, so parking will be at an off-site location and is to be provided by this Testing Agency.

4.1.11 Any deficiencies noted during testing and inspections shall be verbally reported to the General Contractor’s appointed responsible person before the field technician leaves the site. If uncorrected after a reasonable period of time, to attention of the Owner and Design Professional.

4.1.12 Notify Owner of any anticipated additional services before proceeding with the work or at the time it occurs if it is not foreseeable. In order for testing professional to be compensated for additional services, work must be identified as added scope, retest or delay with proper notification and timely costs prepared. Delays, such as wait times for pours, etc. will not be compensated if technician has other activities to perform or the inspection is to be full time.
4.1.13 DOCUMENTATION – Submit reports to the Owner, Design Professional, and General Contractor.

4.1.13.1 Provide a site observation report documenting the location and any issues encountered while trying to perform its Building Enclosure Testing and Inspections services.

4.1.13.2 A deficiency log will be maintained and updated weekly to allow for tracking of open deficiency items.

4.1.13.3 A final report will be required.

4.1.14 SENIOR TECHNICIAN - The Building Enclosure Testing and Inspections Professional shall designate a senior technician who will be in charge of this project. This person shall have at least fifteen (15) years of pertinent related experience of shall be an ABAA licensed field auditor.

4.1.15 FIELD TECHNICIAN(s) – Experienced person with five (5) years of pertinent related experience who is educated and qualified in conducting, supervising, and evaluating tests and/or inspections.

4.1.15.1 Where tests or inspections are required to be performed by a certified individual, the field technician shall have the required certifications.

4.1.15.2 Are able to read and understand project plans and specifications.

4.1.15.3 Test or inspect Work specified for conformance with approved design Drawings, Specifications, and applicable material and workmanship provision on code.

4.1.15.4 Limits of authority:

4.1.15.4.1 Senior/Field technician may not waive or alter Contract requirements or approve or accept any portion of Work unless specifically authorized by Owner or Design Professional.

4.1.15.4.2 Senior/Field technician may not assume any duties of the Contractor and has no authority to reject or stop work.

4.1.16 PROFESSIONAL ACCREDITATION – The proposer shall be a member in good standing and currently accredited by ABAA.

4.1.17 Provide services to perform Building Enclosure Testing and Inspections Professional Services in accordance with Contract Documents, including Specification Sections listed, but not limited to:

| 07 13 00 | Sheet Waterproofing for Vaults |
| 07 14 00 | Fluid-Applied Waterproofing |
| 07 25 00 | Weather Barriers |
| 07 53 00 | Elastomeric Membrane Roofing |
| 07 54 00 | Thermoplastic Membrane Roofing |
| 07 62 00 | Flashing |
| 07 71 00 | Roof Specialties |
| 07 72 00 | Roof Accessories |
| 07 90 05 | Sealants |
4.1.18 Additional services to provided are:
  4.1.18.1 Review of submittals related to this scope of work.
  4.1.18.2 Review of mock ups and provide a site observation report documenting any concerns.
  4.1.18.3 Full time inspections of the waterproofing installation will be required.
  4.1.18.4 Perform adhesion testing for joint sealants.

4.2 OBSERVATIONS OF OPERATIONS AND SITE ACTIVITIES

4.2.1 The University of Iowa, FEMA, Iowa Homeland Security and Emergency Management Division, the Iowa Department of Natural Resources, the United States Environmental Protection Agency, and the Iowa Workforce Development Agency shall have the right to allow their respective representatives to inspect any of the Building Enclosure Testing and Inspections operations, activities, and equipment. Notwithstanding the authority of a regulatory agency to conduct site visits as described above, it is the exclusive right of the University of Iowa through its Owner’s Representative to communicate contract directions, changes, and final acceptance to the Building Enclosure Testing and Inspections.

4.3 ESTIMATED PROJECT SCHEDULES

4.3.1 The University of Iowa does not guarantee any minimum or maximum hours of work for any of these projects. Reference bidding documents for Project Baseline Schedule.

4.4 BUILDING ENCLOSURE TESTING AND INSPECTION’S EMPLOYEES

4.4.1 The Testing Agency’s staff shall possess exceptional organizational, written and verbal communication skills and customer service skills. There will be frequent contact and communication with the Owner’s Representative and Contractors.

4.4.2 The Testing Agency agrees to staff each project with personnel experienced in the nature of the work and having appropriate training, skills, and credentials to accomplish the work’s objectives. The Testing Agency will maintain continuity of its staff assigned to the work to the fullest extent possible throughout the term of this Agreement.

4.4.3 The Testing Agency shall be equipped with the normal tools of their trade and shall furnish all labors, tools, and other items necessary for and incidental to executing and completing all required work.

4.4.4 The Testing Agency shall be responsible for providing protective gear and equipment to its agents and employees, and for ensuring its proper utilization.

4.4.5 The work shall be performed in accordance with the requirements, standards, specifications and schedules set forth, and all applicable regulations or policies of the U. S. Environmental Protection Agency, Iowa Department of Natural Resources, Iowa Workforce Development Agency, or any other regulatory agency that has jurisdiction over the work. All regulatory or contractual interpretations shall be made by the applicable regulatory authority or the University of Iowa and shall be final.

4.4.6 The work shall be diligently and continuously performed in order that said work is completed within the time frame as specified by the University of Iowa.

4.4.7 Any person performing work on behalf of the Testing Agency must be identifiable by uniform, proper identification, and/or a marked vehicle. The Testing Agency shall only furnish employees who are competent and skilled for work under this contract.
4.4.8 If, in the opinion of the University, an employee of the Testing Agency is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

SECTION V - METHOD OF EVALUATION

5.0 Contract Award

5.0.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the University with regard to the criteria detailed and the terms and conditions set forth herein. The University may select a Proposer based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the University.

5.1 Proposal Evaluation Criteria - The proposals will be evaluated based on, the general evaluation criteria stated below and the completeness, clarity and content of the proposal as requested by this RFP.

5.1.1 Qualifications and Experience

5.1.1.1 Years of experience of key personnel assigned to this project

5.1.1.2 Experience with FEMA documentation methods

5.1.1.3 Feedback from References

5.1.1.4 Knowledge and experience with providing Building Enclosure Testing and Inspections services

5.1.1.5 Technical support offered

5.1.1.6 Financial responsibility/stability

5.1.2 Cost Effectiveness

5.1.3 Company Responsiveness to RFP

5.1.3.1 Total scope of services offered

5.1.3.2 Understanding of the University of Iowa flood and the work associated with the project

5.1.3.3 Responses to overall proposal and compliance with submission guidelines

5.1.3.4 Proposal presentation (completeness, organization, appearance, etc.)

5.2 The University of Iowa reserves the right to use both primary and secondary Proposers or to otherwise use multiple sources to protect the University of Iowa’s overall interests.

5.3 The Company must not have any unresolved performance issues with the University of Iowa. The Company’s performance as a Vendor, subconsultant or subcontractor in previous University contracts shall be taken into account when evaluating the Company’s submittal for this Request
for Proposal. The University may survey other local agencies during the proposal evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The University reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

5.4 Financial terms will not be the sole determining factor in the award. To determine the award the University will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the University.

5.5 Proposal Evaluation Procedures - Proposals will be evaluated individually by a proposal evaluation team (hereinafter referred to as Team) using the “Proposal Evaluation Criteria” as listed above.

5.5.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the University's requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

5.5.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

5.5.3 The Team may arrange a presentation and/or conference calls with representatives of the Companies whose proposals are deemed to be within the "competitive range." The purpose shall be to provide clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value.

5.5.3.1 If presentations and/or conference calls have been conducted, representatives for each Proposer deemed to be within the competitive range shall provide a written clarification of any aspect of the solicitation that was requested by one or more Team evaluators. Clarifications may also be issued if a Team member regards such as being necessary to make a fair and reasonable determination of the proposal to accept. In addition, each Vendor deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation. Please note that guidance would also permit the Team to determine that only one proposal is within the "competitive range." If such were to be determined, the Team administrator would then enter into negotiations with the Proposer offering the greatest value proposal in efforts to arrive at a purchase price that is deemed fair and reasonable based on price or cost analysis.

5.6 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

SECTION VI – FINANCIAL and TECHNICAL SUBMITTAL INSTRUCTIONS

FINANCIAL PROPOSAL

6.1 For the purpose of this Request for Proposal, the Testing Agency shall submit an all-inclusive hourly rate for the Building Enclosure Testing and Inspections positions on Attachment B. The
submitted proposal shall be based on the estimated number of hours contained in the RFP and is a "Not to Exceed" amount. Payment for Building Enclosure Testing and Inspections services rendered shall be based on the actual hours worked. Time billed in excess of it will be considered only by written amendment.

6.2 Hourly rates are to be all-inclusive and shall include labor, mileage, insurance, mobilization, demobilization, data base, travel expenses, lodging, meals, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes. Overhead shall include all costs associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with field staff Building Enclosure Testing and Inspections. There shall be no charges for overtime or holiday premium pay. No other expenses will be allowed.

TECHNICAL PROPOSAL
SUBMIT YOUR TECHNICAL PROPOSAL IN A SEPARATE ENVELOPE AND NUMBER RESPONSES TO CORRESPOND TO THE ITEMS BELOW.

6.3 Describe experience in all aspects of Building Enclosure Testing and Inspections, to include all required inspections and testing, contract management, and accounting and documentation systems.

6.4 Each Proposer shall submit a written statement describing the experience, organizational structure and "chain of command" of the Proposer's and subconsultant's team and the project management methods that are most appropriate to perform the services. The statement must include: historical methods for communicating with team members and local emergency management staff, team work assignments, data management and project tracking methodologies.

6.5 Proposer shall provide:
Education, background and experience of Senior Management;
Professional recognition of Proposer and/or its senior management team;
The ability of Proposer to reduce and/or prevent instances of fraud, waste and abuse.
The Supervisors resume, certificates and licenses as outlined in Article 1.1

6.6 All Proposers must certify that neither the Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to federal or state law.

6.7 Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

6.8 Have you ever failed to complete any Work awarded to you? If so, when, for whom, and why?

6.9 Have you ever defaulted on a contract? If so, when, for whom and why?

6.10 Is any principal or officer of your company an appointee, principal or officer of another organization conducting the same or similar line of work? If so, for whom?

6.11 Have you ever had a business or professional license revoked or suspended (or been debarred from performing work for a governmental jurisdiction)? If so, when, for whom and why?

6.12 Has any principal or officer of your company ever operated as another company or organization that has been disbarred or dissolved and re-incorporated under another company name? If yes, when and why?
6.13 List situations in which a contract has been terminated, including projects, dates and reasons for termination.

6.14 List any legal proceedings/claims in which the Testing Agency (or employees scheduled to participate in this project) has participated or is currently involved. Include descriptions of role, issuer and resolution to date.

SECTION VII - FEDERAL REGULATIONS

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires the University of Iowa’s contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section VII may not apply to the Testing Agency or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. See Article 14.5 of Attachment C – Special Services Agreement for Federal Requirements.

SECTION VIII - INSURANCE AND INDEMNIFICATION REQUIREMENTS

The Testing Agency shall maintain insurance for the duration of the Project or statute of limitations in effect at the time of the execution of the Standard Form of Agreement, whichever is longer in such amounts and types as required below and as per Article V of Attachment C – Special Services Agreement.

8.1 The insurance required shall be obtained from a company(ies) licensed to do business in the state of Iowa and hold a current financial rating from A. M. Best of no less that A-, financial size VII, if reasonably available in the market place. The required minimum liability limits may be met through either the primary policy(ies), or a combination of primary and excess or umbrella policies.

8.1.1 Insurance coverage required:

8.1.1.1 Workers Compensation and Employer’s Liability: Coverage A – State of Iowa Statutory Benefits. Coverage B - $500,000 each accident; $500,000 disease each employee, and $500,000 disease policy limit.

8.1.1.2 Commercial General Liability (ISO 1998 or later/equivalent form) covering all work and operations under the Agreement with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

8.1.1.3 Automobile Liability of no less than $1,000,000 each accident and annual aggregate, covering owned, leased, hired, non-owned, and employee non-owned vehicles.

8.1.1.4 Professional Liability of no less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Coverage should be on a claims made basis.

8.1.1.5 Umbrella Liability of no less than $1,000,000 per occurrence.
8.1.2 The above liability insurance policies, with the exception of Professional and Workers Compensation coverage, shall name four entities, State of Iowa; Board of Regents, State of Iowa; The University of Iowa, and Owner's Representative as additional insureds.

8.1.3 The Testing Agency agrees to indemnify and hold harmless the Owner, Owner's Representative, the State of Iowa and the Federal Emergency Management Agency (FEMA), against all damages, liabilities or costs, including reasonable attorneys’ fees and all costs associated with internal and external expenses for labor and materials in preparing for the defense, to the extent caused by the Testing Agency's negligent performance of professional services under this Agreement and that of its Professional Consultants or anyone for whom the Testing Agency is legally liable. See Article 9 and 14 of Attachment C for additional requirements.
## ATTACHMENT A - GENERAL COMPANY INFORMATION

<table>
<thead>
<tr>
<th>Company Name and Owner</th>
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<tbody>
<tr>
<td>Company Corporate Address</td>
<td></td>
</tr>
<tr>
<td>IA Department of Labor Registration #</td>
<td></td>
</tr>
<tr>
<td>General Description of the Company:</td>
<td></td>
</tr>
<tr>
<td>Type of Organization (franchise, corporation, partnership, etc.)</td>
<td></td>
</tr>
<tr>
<td>Number of years in business:</td>
<td></td>
</tr>
</tbody>
</table>

## REFERENCES

References: Include a reference list of at least three (3) clients to whom the Design Professional has provided Building Enclosure Testing and Inspections services similar in scope and size to those being proposed herein.

**Reference #1 - Name:**
- Address:  
- Contact Person & Phone:  
- Date & Description of Job:  
- Contract Value:  

**Reference #2 - Name:**
- Address:  
- Contact Person & Phone:  
- Date & Description of Job:  
- Contract Value:  

**Reference #3 - Name:**
- Address:  
- Contact Person & Phone:  
- Date & Description of Job:  
- Contract Value:  

14
ATTACHMENT A - GENERAL COMPANY INFORMATION

PERSONNEL

Name and title of employee who will be overseeing the Building Enclosure Testing and Inspections project:

Phone  ______________________  Cell  ______________________
Email  ______________________  Fax  ______________________

**SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the University of Iowa. List below the name, address and phone # of every subcontractor that you propose to use:

---

**GENERAL**

Has Proposer or any employee thereof anticipated being assigned to provide Building Enclosure Testing and Inspections services been a defendant in any proceeding involving or arising out of Building Enclosure Testing and Inspections services within the past five years.

No ☐  Yes ☐

**E Mod Ratings for previous three (3) years**

Has your company had a contract related to Building Enclosure Testing and Inspections canceled within the past seven (7) years?

No ☐  Yes ☐

If yes, state the name and address of the other contracting party and the reason on a separate sheet of paper.

**SAFETY RECORD**

Has your company received an OSHA violation in the past five (5) years?  No ☐  Yes ☐

If yes, attach copies of the citations and an explanation of how they were resolved.
<table>
<thead>
<tr>
<th>Title of Worker</th>
<th>All Inclusive Billable Hourly Rate</th>
<th># of Hours</th>
<th># of Weeks (Estimated)</th>
<th>Billable Hourly Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Field Technician</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

| Estimated Total      | $                                |            |                        |                        |

The undersigned PROPOSER, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: ____________________________________________

Address: __________________________________________________________________________

City: __________________________ State: ___________ Zip: _____________

Authorized Representative (print): __________________________ Title: __________________________

Authorized Signature: __________________________

Date: __________________________ E-mail: __________________________

Phone # ( ) __________________________ Fax # ( ) __________________________

Iowa Department of Labor Registration Number: __________________________________________
EXCEPTIONS/DEVIATIONS The PROPOSER shall clearly state below any exceptions to, or deviations from, the minimum requirements, and any exceptions to the terms and conditions of this Request for Proposal. All exceptions shall be stated no matter how seemingly minor. Such exceptions or deviations will be considered in evaluating the Proposals. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

ADDENDA
The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: ____________  Addenda Number: _____ Date: ____________
Addenda Number: _____ Date: ____________  Addenda Number: _____ Date: ____________
Agreement by and between the Board of Regents, State of Iowa, acting for The University of Iowa, hereinafter called the Owner, and consultant name of city, state, Design Professional. A strikethrough of paragraph(s) represents deleted or modified language – see Article 14 for changes to Agreement.

The Owner intends to undertake on the Campus of The University of Iowa, Building Enclosure Testing and Inspections entitled and briefly described as follows:

Project Title: Iowa Memorial Union – Flood Mitigation and Permanent Recovery - Building Enclosure Testing and Inspections

The Owner and the Design Professional agree as set forth below.

I. The Design Professional shall provide professional services in accordance with the Terms and Conditions of this Agreement and within the standards of care exercised by design professionals within the industry.

II. The Design Professional hereby acknowledges receiving and analyzing the Owner’s Scope of Work and meeting with the Owner’s Representative to confirm the Design Professional’s understanding of the Scope of Work. By executing this Agreement, the Design Professional accepts the provisions of the Owner’s Scope of Work as listed below: As Outlined in Section 4 (Scope of Work) in the Request for Proposals as issued and modified by an addendum.

III. BASIC SERVICES shall consist of all Services described in Article 2 unless modified in Article 14.
   A. Owner’s Representative Designee is: Kirsta Scranton
   B. Design Professional’s Representative is: Enter Design Professional's Representative’s Name
   C. Professional Consultants retained by the Design Professional for the services covered by this Agreement are:
Enter Professional Consultant’s Firm Name, Representative and Discipline OR type “Not Used”

IV. The Owner shall compensate the Design Professional in accordance with the TERMS AND CONDITIONS OF THIS AGREEMENT.

A. For BASIC SERVICES compensation shall be on the basis of the hourly rates schedule attached hereto (Exhibit B) with a FIXED MAXIMUM not to exceed Amount in Agreement in Words and No/100 Dollars ($Amount in Numbers). Said schedule shall govern for the duration of this Agreement. The Design Professional shall be compensated for Professional Consultants services that are included in the BASIC SERVICES at a multiple of 1.0 times the amount invoiced.

B. For Additional Services, compensation shall be stipulated at the time of occurrence.

C. For REIMBURSABLE EXPENSES, as defined in Article 4, compensation shall not exceed (Amount in Agreement in Words) and No/100 Dollars ($XXX,XXX.XX). REIMBURSABLE EXPENSES shall be compensated at a multiple of 1.0 times the amount invoiced to the Design Professional for such expenses.

V. The Design Professional and all Professional Consultants shall maintain insurance for the duration of the Project or statute of limitations in effect at the time of the execution of this Agreement, whichever is longer in such amounts and types as required below. The insurance required shall be obtained from a company(ies) licensed to do business in the state of Iowa and hold a current financial rating from A. M. Best of no less that A-, financial size VII, if reasonably available in the market place. The required minimum liability limits may be met through either the primary policy(ies), or a combination of primary and excess or umbrella policies.

A. Insurance coverage required:

i. Workers Compensation and Employer’s Liability: Coverage A – State of Iowa Statutory Benefits. Coverage B - $500,000 each accident; $500,000 disease each employee, and $500,000 disease policy limit.

ii. Commercial General Liability (ISO 1998 or later/equivalent form) covering all work and operations under the Agreement with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

iii. Automobile Liability of no less than $1,000,000 each accident and annual aggregate, covering owned, leased, hired, non-owned, and employee non-owned vehicles.

iv. Professional Liability of no less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Coverage should be on a claims made basis.

v. Umbrella Liability of no less than $1,000,000 per occurrence.
B. The above liability insurance policies, with the exception of Professional and Workers Compensation coverage, shall name four entities, State of Iowa; Board of Regents, State of Iowa; The University of Iowa, and Owner's Representative as additional insureds.

C. The Design Professional shall waive subrogation rights against the State of Iowa, and the Board of Regents, State of Iowa, The University of Iowa, and Owner's Representative for any claim paid or payable by any of the above-required insurance policies.

D. Neither the Owner, nor any additional insured required to be so named under this Agreement shall participate in any policy deductible or retention for claims. Any such deductible or retention shall be the sole responsibility of the Design Professional.

E. Certificate Holder address shall be as follows:
   University of Iowa
   FM-Planning, Design & Construction
   Attn: Tammie Otto
   200 University Services Building
   Iowa City, IA  52242
TERMS AND CONDITIONS OF THE AGREEMENT

ARTICLE 1. WORKING RELATIONSHIPS

1.1 Owner's Representative. The Director of Planning, Design & Construction or designee shall be the principal representative of the Owner. All communications between the Owner and Design Professional shall be made through the Owner's Representative. The Owner's Representative shall be at all meetings with the Design Professional.

1.2 Design Professional's Representative. The Design Professional shall designate one principal or an authorized representative to represent the firm in all communications and at all meetings with the Owner's Representative. All correspondence from the Owner to the Design Professional shall be directed to this person. The Design Professional's Representative shall not be changed without prior written consent of the Owner. The Design Professional's Representative shall be professionally licensed in the State of Iowa.

1.3 Consultant's Representative. Each Professional Consultant retained by the Design Professional shall designate one principal or an authorized representative to represent the firm at all meetings with the Owner's Representative. The Consultant's Representative shall not be changed without prior written consent of the Owner.

1.4 Definitions.

1.4.1 Design Documents: Drawings and other documents that fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, material and such other elements as may be appropriate.

1.4.2 Design Professional: The entity engaged to provide professional design services. The Design Professional may practice Architecture, Engineering, Interior Design, Landscape Architecture or other similar disciplines professionally qualified to provide the services described herein.

1.4.3 Professional Consultant: An entity contracted by the Design Professional to provide specific services for the project.

ARTICLE 2. THE DESIGN PROFESSIONAL'S SERVICES

2.1 Basic Services. The Design Professional's Basic Services shall consist of the work identified therein, including architectural, structural engineering, mechanical engineering, electrical engineering, estimating services, and any other services included in Article 14.

2.1.1 The Design Professional shall attend meetings with the Owner as may be necessary for the timely performance of all services.

2.1.2 The Design Professional shall work with the Owner's Representative in the development of the time schedule for the Design Professional's services and shall agree to maintain the schedule as established. Modifications to the agreed upon time schedule shall be approved by the Owner.

2.1.3 The Design Professional shall comply with all provisions of the University Design Standards & Procedures manual, which can be viewed at http://www.facilities.uiowa.edu/pdc/cdsp.htm, 04.21.2008 edition. Any deviations for equal or improved concepts, methods, or products must be called to the attention of,
and reviewed with the Owner’s Representative and receive written approval before implementation.

2.1.4 The Design Professional shall include the Owner’s project title and project number, if applicable, on all documents, including correspondence, letters of transmittal, requests for payment, and drawings.

2.1.5 The Design Professional’s Basic Services also include:

.1 Analyzing with documentation all site utilities and building systems with each utility company and/or Owner, if applicable.

.2 Reviewing existing building and campus planning documents.

.3 Researching and resolving code interpretations.

.4 Securing reviews and approvals, on behalf of the Owner, of authorities having jurisdiction over the project, when applicable and/or furnishing drawings, specifications and applications for such reviews as may be required.

.5 Furnishing Design Documents and applications for such reviews as may be required.

.6 Making a presentation to the Board of Regents, planning committee and any other appropriate committee when requested by the Owner.

.7 Keeping, preparing and transmitting minutes of meetings between the Design Professional, Owner’s Representative or other institutional personnel and any other groups.

.8 Preparing for and participating in a meeting on behalf of the Owner in connection with any public hearing.

2.1.6 The Design Professional shall not enter into a contract with any Professional Consultant for the rendering of any of the services provided under this Agreement without first obtaining the Owner’s written approval of the proposed consultant.

2.1.7 The Owner reserves the right to require the Design Professional’s Professional Consultants to attend meetings referred to in Article 2, Paragraph 2.1.1 and to provide such data and design information as the Owner may find reasonably necessary in connection with the project.

2.1.8 The Design Professional shall furnish to the Owner a complete written report of observations made during the Construction Phase, if applicable.

2.1.9 The Design Professional shall not be responsible for the acts or omissions of the Owner’s Representative during the Construction Phase.

2.2 Additional Services

2.2.1 The following services are not included in Article 2, Paragraphs 2.1 Basic Services. Such additional services will be paid for by the Owner in addition to compensation for the Design Professional’s Basic Services, provided that such additional services have been authorized in writing by the Owner prior to their performance. The limitation on
the total compensation provided in Paragraphs IV shall be changed to reflect these additional services upon execution of an amendment to this Agreement. Such services include:

1. Making revisions in Design Documents resulting from Owner-initiated changes in scope or in the standards of the institution made subsequent to Owner approval of previously completed work.

2. Preparing to serve or serving as an expert witness on behalf of the Owner in connection with any arbitration proceeding or legal proceeding.

2.2.2 The Design Professional shall have the right under this Article to claim additional compensation for any services not specifically covered herein, provided that such additional services are identified as such and are authorized in writing by the Owner's Representative prior to their performance.

ARTICLE 3. THE OWNER’S RESPONSIBILITIES

3.1 The Owner’s Representative shall meet and confer with the Design Professional and the Design Professional’s Professional Consultants as necessary to ensure complete understanding and communication relative to the needs and requirements of the project. The Owner’s Representative shall notify the Design Professional in writing of any change in the written program/requirements.

3.2 The Owner will provide the Design Professional with a certified site survey, when such services are deemed necessary by the Design Professional and approved by the Owner, containing the data requested by the Design Professional.

3.3 The Owner shall furnish the services of a geotechnical engineer or other consultant when such services are deemed necessary by the Design Professional and approved by the Owner, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistively tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

3.4 The Owner shall furnish special testing services as deemed necessary by the Owner or Design Professional with appropriate professional reports or recommendations.

3.5 The services, information, surveys, and reports required by Article 3, Paragraphs 3.2 through 3.4, inclusive, shall be furnished at the Owner’s expense and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof.

3.6 The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 4. REIMBURSABLE EXPENSES

4.1 Reimbursable Expenses are in addition to the compensation for Basic Services and include actual expenditures made by the Design Professional, or its Professional Consultants associated with the services herein for the expenses listed in Article 14 and the following subparagraphs:

4.1.1 Reimbursable travel expenses shall be limited to those incurred in travel on behalf of the project when authorized by the Owner’s Representative.

4.1.2 If authorized by the Owner, expenses for reproduction and distribution of documents shall be considered to be reimbursable expenses.
4.1.3 The Design Professional shall have the right under this Article to claim reimbursable expenses for any items not specifically covered herein, provided that such reimbursable expenses are identified as such and are authorized in writing by the Owner’s Representative prior to being incurred.

ARTICLE 5. PAYMENTS TO DESIGN PROFESSIONAL

5.1 For Basic Services and Additional Services, as defined in Article 2, and for Reimbursable Expenses, as defined in Article 4, payments shall be made monthly based upon approved invoices.

5.2 Preparation of Invoices. Invoices for Basic and Additional Services and Reimbursable Expenses shall be prepared in accordance with the Owner’s standard invoice and shall be accompanied with documentation for services and reimbursable expenses.

5.3 Termination of the Agreement. In the event the Agreement is terminated for any reason, the Design Professional shall be paid for services satisfactorily performed and unpaid Reimbursable Expenses incurred prior to receipt of written notice of termination.

5.4 Design Professional’s Accounting Records. Records of the Design Professional’s cost pertinent to Design Professional’s compensation under this Agreement shall be:

5.4.1 Kept in accordance with generally accepted accounting practices.

5.4.2 Kept for the duration of the statute of Limitations that governs when this Agreement was executed.

5.4.3 Made available to the Owner on request or shall be made available for examination by the Owner’s authorized representative at mutually convenient times at no expense to the Owner.

ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 The Design Professional shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, physical or mental disability or status as a Vietnam-era/disabled veteran. The Design Professional shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race; creed, color, religion, national origin, sex, age or physical or mental disability or status as a Vietnam-era/disables veteran except where it relates to a bona fide occupational qualification. Such action shall include, but not be limited in the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and, selection for training, including apprenticeship. The Design Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.

6.2 The Design Professional shall, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age or physical or mental disability or status as a Vietnam-era/disabled veteran except where it relates to a bona fide occupational qualification.

6.3 The Design Professional shall send to each labor union or representative of workers with which the Design Professional has a collective bargaining agreement or other contract or
understanding, a notice advising the labor union or worker's representative of the Design Professional's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.4 The Design Professional shall comply with all relevant provisions of state and federal laws and regulations. The Design Professional shall furnish all information and reports requested by the Owner or required by or pursuant to the rules and regulations herein and shall permit access to payroll and employment records by the Owner or the Owner's Representatives for the purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

6.5 In the event of the Design Professional's noncompliance with the nondiscrimination clauses of the Agreement or with any of the aforesaid rules, regulations or requests, this Agreement may be canceled, terminated or suspended in whole or in part and the Design Professional may be declared ineligible for further Agreements with the Owner. In addition, the Owner may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Code of Iowa, as heretofore and hereafter amended, or by the rules and regulations of the Owner or as otherwise provided by law.

6.6 The Design Professional shall include the provisions of this Article 6 hereof in every agreement with consultants unless specifically exempted by approval of the Owner, in accordance with the rules and regulations of said Owner, so that such provisions shall be binding on each consultant. The Design Professional shall take such action with respect to any consultant as the Owner or the Owner's authorized representative may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Design Professional becomes involved in, or is threatened with, litigation by a consultant as a result of such direction by the Board of Regents or its institutions, the Design Professional may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

ARTICLE 7. TERMINATION OF AGREEMENT

7.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

7.2 This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Design Professional for the Owner’s convenience and without cause.

7.3 In the event of termination due to the fault of parties other than the Design Professional, the Design Professional shall be compensated for services performed to termination date, including reimbursable expenses.

7.4 This Agreement shall terminate upon final acceptance of the services described herein.

ARTICLE 8. OWNERSHIP OF DOCUMENTS

8.1 All documents required by this Agreement, as instruments of service are the property of the Owner.

8.2 Any use without specific written verification or adaptation by the Design Professional will be at Owner’s sole risk and without liability or legal exposure to the Design Professional.

8.3 The Design Professional shall not acquire a copyright for documents but shall be permitted to retain copies including reproducible copies or electronic data of the documents.
ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 The Design Professional and all Professional Consultants employed by the Design Professional shall each effect and maintain insurance to protect the Design Professional from claims under worker’s compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance or professional services caused by any errors, omissions, or negligent acts for which the Design Professional is legally liable. Insurance shall be as identified in Paragraph V.

9.2 The Design Professional shall furnish certificates to the Owner showing insurance coverage. Certificates shall identify the name of the project and shall provide Owner with a minimum 30 days notice of cancellation. The requirements for insurance are not intended to limit the liabilities and obligations otherwise assumed by the Design Professional in this Agreement, including provision concerning indemnification. Upon written request of the Owner, the Design Professional agrees to provide certified copies of any or all insurance policies required in Paragraph V, within 30 days of such request.

9.3 The Design Professional agrees to indemnify and hold harmless the Owner against all damages, liabilities or costs, including reasonable attorneys’ fees and all costs associated with internal and external expenses for labor and materials in preparing for the defense, to the extent caused by the Design Professional’s negligent performance of professional services under this Agreement and that of its Professional Consultants or anyone for whom the Design Professional is legally liable.

9.4 The requirements for insurance are not intended to limit, qualify or restrict the liabilities and obligations otherwise assumed by the Design Professional in this Agreement, including provisions concerning indemnification.

ARTICLE 10. DISPUTES

10.1 Any dispute between the Design Professional and the Owner regarding, but not limited to project budget, project scope, project layout, or types and quality of materials, shall be submitted in writing within twenty-one (21) days after occurrence of the event giving rise to the claim to be resolved by the Owner’s Representative. If not resolved by the Owner’s Representative within ten (10) days, then the Design Professional may submit in writing the issues(s) in dispute to the University Senior Vice President for Finance & Operations as the University President’s designee. The determination of the University Senior Vice President for Finance & Operations is the final institutional decision.

ARTICLE 11. SUCCESSORS AND ASSIGNS

11.1 The Owner and the Design Professional each is bound, all partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Design Professional shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 12. EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the Owner and the Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Design Professional.
ARTICLE 13. GOVERNING LAW

13.1 This Agreement shall be governed by the laws of the State of Iowa.

ARTICLE 14. OTHER CONDITIONS OR SERVICES

14.1 MODIFICATIONS TO THE TERMS AND CONDITIONS OF THE AGREEMENT:

14.1.1 The following Paragraphs have been deleted from this Agreement:
IV.C, 2.1.3, 2.1.5.3, 2.1.5.4, 2.1.5.6, 2.2.1, 2.2.1.1, 2.2.1.2, 4.1, 4.1.1, 4.1.2, and 4.1.3

14.1.2 The following Paragraphs have been modified in this Agreement:

1.4.2 Design Professional: The entity engaged to provide Building Enclosure Testing and Inspections services. The term Vendor is used interchangeably with Design Professional.

1.4.3 Professional Consultant: An entity contracted by the Design Professional to provide specific services for the project. The term Subcontractor is used interchangeably with Professional Consultant.

2.1.5.5 Furnishing documents for such reviews as may be required.

5.1 For Basic Services and Additional Services, as defined in Article 2, payment shall be made monthly based upon approved invoices.

5.2 Preparation of Invoices. Invoices for Basic and Additional Services shall be prepared in accordance with the Owner's standard invoice and shall be accompanied with documentation for services and expenses.

9.3 The Design Professional agrees to indemnify and hold harmless the Owner, the State of Iowa and the Federal Emergency Management Agency (FEMA), against all damages, liabilities or costs, including reasonable attorneys’ fees and all costs associated with internal and external expenses for labor and materials in preparing for the defense, to the extent caused by the Design Professional's negligent performance of professional services under this Agreement and that of its Professional Consultants or anyone for whom the Design Professional is legally liable.

14.1.3 The following Paragraphs have been added to this Agreement: None

14.2 PAYMENT TO THE DESIGN PROFESSIONAL:

14.2.1 Payment to the Design Professional for Basic and Additional Services, as defined in Article 2, shall be made monthly upon presentation of the Design Professional's statement on the Owner's standard invoice format to the following office:

University of Iowa
FM-Business & Financial Services
Attn: Capital Accounting
220 University Services Building
Iowa City, IA  52242
Only payment requests submitted using the Owner’s invoice format will be processed for payment.

14.3 REQUEST FOR PROPOSAL LETTER:

14.3.1 The Design Professional’s Request For Proposal Letter dated enter date here, is appended and incorporated into this Agreement by reference as Exhibit A.

14.4 FEDERAL REQUIREMENTS

14.4.1 The following terms are required by federal law to be included in all agreements involving federal funds:

OMB Circular A-133 and A-110 Assurance. Subrecipient, Design Professional, assures Prime Recipient, Owner, that it complies with OMB Circular A-133 and A-110 (Audits of States, Local Governments, and Non-Profit Institutions and Higher Education.)

By signing the Agreement the Design Professional, Subrecipient, assures that it will comply with the applicable statutory and regulatory requirements specified in Exhibit C.

14.4.2 The terms specified in Exhibit D are part of this agreement.

14.4.3 The Design Professional shall comply with the best management practices (BMP) requirements specified in Exhibit E as part of this agreement.
This Agreement becomes effective the day and year signed by the Owner below:

**Design Professional:**
Enter Name of Firm

By: ________________________________  
Enter Title Here

Date: ________________________________

**Owner:**
University of Iowa

By: ________________________________  
David W. Kieft  
University Business Manager

Dated: ________________________________

May require Board of Regents signature block/approval
EXHIBIT A
PROPOSAL LETTER

Enter Proposal Letter from RFP
PROFESSIONAL SERVICES AGREEMENT
PROPOSAL LETTER

(Enter Date)

Attn: Kirsta Scranton
Planning, Design & Construction
University of Iowa
Iowa City, IA 52242-1922

Dear Kirsta:

(Firm Name), hereinafter referred to as the Design Professional, subject to the approval and acceptance of this proposal by the University of Iowa and/or Board of Regents, hereinafter referred to as the Owner, and the issuance of an agreement (Purchase Order or Standard Agreement) by the Owner to the Design Professional, agrees to provide professional services to the Owner as set forth below.

A. Project Name and Number: Iowa Memorial Union – Flood Mitigation and Permanent Recovery (0132203)

B. Project Description and Construction Budget:

1. This project includes services to perform Testing, Adjusting, and Balancing (TAB) for HVAC Professional Services.

2. Construction Budget: Not Applicable

C. Basic Services to be provided by Design Professional: (Enter $ amounts into only one table and delete the other tables – the percentage amount will auto calculate. Note: Reimbursables are not to be included in these tables.)

1. Special Services Agreement

<table>
<thead>
<tr>
<th>Service Details</th>
<th>Fee Amount in $'s</th>
<th>Fee Amount as %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Enclosure Testing and Inspections</td>
<td>$5.00</td>
<td>100.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5.00</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

2. Services Details: (Insert descriptive service details below. Consider adding LEED, BIM and/or Commissioning expectations over and above Design Standards requirements.)

a.

b.

c.

d.
3. Attend meetings with University personnel as required.

4. The Design Professional shall provide to the Owner the quantity (#) of hardcopies (HC) and the electronic files (E) of the documents identified below as required.

Special Services Agreement:

<table>
<thead>
<tr>
<th>TAB PLAN</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEFICIENCY LOG</td>
<td>E</td>
</tr>
<tr>
<td>DAILY FIELD LOG</td>
<td>E</td>
</tr>
<tr>
<td>FINAL TAB REPORT</td>
<td>(4) HC, E</td>
</tr>
</tbody>
</table>

D. Fee:

1. For BASIC SERVICES as described in Paragraph C, compensation shall be on an hourly basis not-to-exceed **Amount in Agreement in Words and No/100 Dollars, $X,XXX,XXX.XX.** (Note: Include a Schedule of Hourly Fees to this proposal listing Employees and Anticipated Schedule of Hours Required – Exhibit C.)

E. Professional Consultants retained by the Design Professional for the services covered by this Agreement are: **(Enter all sub-consultants below including individual contact for each.)**

1. None

F. The Design Professional agrees to perform the services described in Paragraph C per the schedule established or identified herein:

1. Perform work in accordance with Special Conditions 00 74 13.

G. Other conditions or Services:

1. This Project will use the March 12, 2008 edition of the University Design Standards & Procedures.

Respectfully submitted,                   Accepted and approved by,
(Firm Name Here)                        The University of Iowa

(Signed by)                              David W. Kieft
(Title)                                  Business Manager

**Note:** Send 2 original signed copies (wet ink) for all Proposals under $10k. Scanned copies are acceptable for all Proposals > or = $10k.
EXHIBIT B
SCHEDULE OF HOURLY FEES

Enter hourly rates established in the RFP for a not to exceed $ amount.
EXHIBIT C
REQUIRED FEDERAL CLAUSES
2 CFR 215.48

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:


2. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)** —All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a–7)** —When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a–7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. **Not applicable.**

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333)** —Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary.
EXHIBIT C  
REQUIRED FEDERAL CLAUSES CONTINUED

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** —Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** —Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


8. **Debarment and Suspension (E.O.s 12549 and 12689)** —A contract award with an amount expected to equal or exceed $25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

EXHIBIT D
SUPPLEMENTAL TERMS AND CONDITIONS

Guarantee In filling this order, seller warrants and guarantees to buyer that the articles are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-Kickback Enforcement Act; Debarment and Suspension policies (E.O.s 12549 and 12689); Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

Copyrights
Any Federal agency providing funding for this acquisition reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
(a) The copyright in any work developed under a project funded by a federal grant.
(b) Any rights of copyright which the Owner purchases with federal grant funds.
See Article 8 for additional information.

Buy American Act
This acquisition is subject to the Buy American Act (41 U.S.C. 10.a-10.d). Vendor is responsible for ensuring compliance with this Act. Only articles, materials, or supplies that have been produced or manufactured in the United States all substantially from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be supplied by Vendor. This Act will not apply if the articles, materials or supplies are a class or kind that are (1) not manufactured or produced in the United States (2) are not reasonably available in sufficient and commercial quantities and of a satisfactory quality in the United States or (3) the cost of those items is deemed to be unreasonable and not in the public interest. This Act does not apply to items that represent commercial off the shelf (COTS) items, as stated in 41 U.S.C. 431. Prior to supplying any non-American made materials in fulfilling this contract, Vendor is to submit a list for the Owner’s approval of any articles it intends to supply that are not manufactured or produced in the United States. This Act does not apply to any contract or award of less than $2,500.

Packaging - All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provisions of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200 and Iowa Administrative Code, Section 530.

Energy Conservation Vendor shall take steps to conserve energy consistent with the State of Iowa’s energy code and any additional instructions provided by the Owner pursuant to the Energy Policy and Conservation Act.

Reporting – Vendor will assist the Owner in complying with all applicable FEMA reporting requirements as set forth in Code of Federal Regulations Title 44, Volume 1 “Emergency Management and Assistance”.

Records for Audit Vendor shall maintain records and documents, which sufficiently and properly document all sales to the Owner and associated business activities with the Owner throughout the term of this agreement.
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