

Indefinite Scope Professional Services – Utility Engineering

REQUEST FOR QUALIFICATIONS – SOLICITATION PACKAGE

TABLE OF CONTENTS

I.	Advertisement for Consultant Services	2-7
II.	Design Professional Selection and Agreement Procurement Process	8
III.	Consultant Information Form	9-10
 <u>DRAFT AGREEMENT DOCUMENTS (Do not include in RFQ response)</u>		
IV.	Agreement Between Owner and Design Professional DRAFT	11-30
 <u>DRAFT PROPOSAL DOCUMENTS (Do not include in RFQ response)</u>		
V.	EXHIBIT A - Design Professional Proposal Letter DRAFT	31-32
VI.	EXHIBIT B – Schedule of Hourly Rates	33
VII.	EXHIBIT C – Certificate of Insurance	34-38
VIII.	Sample Indefinite Scope Professional Services Release Form	39
IX.	Guidelines for Reimbursable Transportation and Travel Expenses by Professional Consultants	40-41

ADVERTISEMENT FOR PROFESSIONAL DESIGN SERVICES
Indefinite Scope Professional Design Services-Utility Engineering

March 26, 2024

Request for Qualifications

Iowa State University requests submittals of qualifications for **Indefinite Scope Professional Design Services-Utility Engineering**. Agreements under this solicitation will be available for projects for up to five years with a three-year initial term and the option for two additional one-year extensions.

Examples of the selected firm's required Utility Engineering expertise include the following:

- **Mechanical Distribution** – The selected firm(s) will have demonstrated experience with chilled water and domestic water distribution systems, storm and sanitary sewers, and steam distribution, including direct buried and tunnel installations. The firm should have structural capabilities to address steam tunnels and steam vaults.
- **Power Plant Mechanical** – The selected firm(s) will have demonstrated experience in power or utility plant design, including high-energy steam piping, stress analysis, pipe hangars, etc. The firm should have structural capabilities to deal with pipe anchors, equipment foundations, etc.
- **Utility Electrical Systems** – The selected firm(s) will have demonstrated experience in the design of high voltage systems up to 15,000 volts for both power plants and electrical distribution systems (including Metal Clad and Metal Enclosed Switchgear, protective relaying, underground distribution, vaults with high voltage equipment, duct banks/raceway systems and pad mounted switchgear/transformers), low voltage systems (below 600 volts including motor control centers, variable speed drives, switchgear, switchboards, power panels) and the design of lighting systems (primarily exterior pole mounted). The firm should have structural capabilities for equipment foundations and electric vaults.
- **Information Technology Services** – The selected firm will have demonstrated experience in designing outside fiber optic, copper, coaxial cable plants, and underground raceway systems. The firm should have structural capabilities to deal with telecommunications vaults.

Strong preference will be given to those firms with the abovementioned expertise who can respond to issues promptly and have successful utility, industrial, or higher education experience. Interested firms shall be capable of providing services promptly upon request.

Scope of Services

It is intended that service phases under these agreements may include existing condition assessment, surveys, design, planning, engineering, preparation of contract documents, bidding, construction administration, and record documents. Selected firms may be required to complete preliminary design concepts developed by the University to meet the needs of the University best.

Professional services will be delivered on an as-needed basis with no guarantee of work/distribution associated with the agreements.

Upon execution of the Agreement, Work assignments will be requested through an abbreviated process defining the scope of work, deliverables, and compensation, followed by a per-agreement release process authorizing services to begin. No work shall occur before a contract release for an assigned project is issued.

Requirements

The Design Professional must assign primary and secondary contacts to manage the contract. The Design Professional must use the Owner's Project Management tool, currently Lucernex.

Design Professionals must be licensed to perform the aforementioned services as required by the State of Iowa.

Forecast Budgets

Work assignments under the agreements shall be for services related to studies or projects with a total project cost of less than Five Million Dollars (<\$5,000,000.00).

Selection / Interview Process

A Selection Committee will select Design Professional firms for interview based on their Statement of Qualifications.

An optional pre-interview informational conference call will be conducted by the University Architect's Office to provide an opportunity for teams selected for interview to ask questions related to the project scope, interview process and Interview Packet requirements.

Interview Packet

Design Professional firms selected for interview must submit the following documents:

- Signed proposal letter^
- Schedule of hourly rates
- Certificate(s) of Insurance

Design Professional firms must use Iowa State's proposal letter form^. An editable version is provided to firms selected for interview.

The Interview Packet is due electronically from the Design Professional firm by the end of the business day before interviews, and early submissions are encouraged. Failure to provide a complete and compliant Interview Packet **disqualifies** the Design Professional firm from selection – no exceptions. Additional instructions will be provided to Design Professional firms selected for interview.

Interview Day

Interviews are typically held in the morning of the interview day followed immediately by selection committee discussion and selection of the preferred Design Professional firm(s). After selection, Iowa State University Contract Administration reviews the preferred Design Professional firm(s) Interview Packet to verify compliance.

If the preferred firm(s)' Interview Packet is non-compliant or incomplete, the University engages the next team in the selection list until successful verification of a compliant and complete Interview Packet. Interview Packets of unsuccessful Design Professional firm(s) are discarded.

Agreement

An agreement between the selected Design Professional firm(s) and the University for services included in this advertisement will be executed based on information provided in the proposal letter and Schedule of Hourly Rates.

Selected Design Professional firm(s) must provide services promptly upon request.

Debriefing

Debriefings are not offered for Statement of Qualifications submittals.

A debriefing for non-selected interviewees may be requested after the agreement(s) is in place with the selected Design Professional firm(s).

Forecast Selection Schedule

March 26, 2024	Publish advertisement
April 16, 2024, 12:00 p.m.	Qualifications submittals due
April 19, 2024	Notify Shortlisted Firms
April 22, 2024	Pre-interview informational meeting
April 25, 2024	Interviews

Statement of Qualifications Submittal Requirements

Submittals shall include the following documents:

1. Statement of Qualifications (SoQ) (sections collated into one submittal document)

File Format: Portable Document Format (PDF); Flattened and compressed
Pages: Twenty-five (25) maximum, excluding items a, b, and i in the list below;
Sections may be less than but shall not exceed the page limit noted
Page Format: Single-sided; Letter-sized; Portrait orientation
Filename: "IS-UtilityEngineering-SoQ-<PrimaryFirmName>.pdf"
Example: "IS-UtilityEngineering-SoQ-YourFirm.pdf"

The Statement of Qualifications submittal shall include the following document sections as ordered and collated into a **single** submittal file:

- a. Consultant Information Form (**Must** use the 2-page form provided in this Request for Qualifications package. Do **not** modify the form.)
- b. Front cover (optional, 1 page)
- c. Letter of interest (1 page)
- d. Summary of qualifications (2 pages)
- e. Organization chart of proposed team members and roles (1 page)
Clearly identify primary and secondary point of contact.
- f. Resumes of proposed key team members (1 page max per resume)
- g. Project information for up to seven projects directly demonstrating the firm's specialty category and general qualifications to provide Architectural services where at least one of the proposed team members had substantial involvement. Preferred project information demonstrates experience within higher education facilities including science/laboratory, classroom/office facilities and LEED experience.

Project Information Requirements:

- i. 2 pages per project
 - ii. Project Name on all pages
 - iii. Project information must include project location, a brief project description, project type, date completed or forecast complete, estimated, and actual construction cost, estimate and actual design schedule, proposed team member(s) providing services including project role for the example project and if the team member(s) performed services while employed at a previous firm. Projects where the Owner has requested information to remain confidential may have items noted above marked as "Confidential by client request" or similar.
- h. Description of the team's quality control, communication, issue tracking, and closeout processes / procedures. (1 page)
 - i. Back cover (optional, 1 page)

Address the Letter of Interest to:

Daniel R. Sloan, University Architect
Office of the University Architect
Facilities Planning and Management
Iowa State University
200 General Services Building
700 Wallace Road
Ames, Iowa 50011-4013

Resumes: Identify and include a resume for each individual who would be directly involved in handling the Owner's account, including the name, title, area of responsibility, office location, type and years of experience, education, and length of employment with your firm. Also, include a description of each key personnel's functions as they relate to working with the Owner.

Professional Consultant: If any of the services required, specified, or described in this RFP are proposed to be performed by a Professional Consultant in lieu of staff directly employed by the Design Professional, the Professional Consultant shall be clearly identified and all applicable qualification information for the Professional Consultant shall be included with the Statement of Qualifications as if they were an employee of the submitting Design Professional firm.

Other backup or supporting materials may be included with the submittal as deemed pertinent to evaluate the team's qualifications. However, teams are urged to keep their submittals concise and focused on the information requested and shall not exceed the defined page limit(s).

Interested teams shall agree to the terms and conditions of the Contract Between Owner and Professional Consultant* and the insurance requirements as defined in the Contract Between Owner and Professional Consultant*. These are not subject to negotiation, modifications, or change.

All legal review and inquiries regarding these documents must be made prior to submission of a response to this RFQ. By submitting a response to this RFQ teams are indicating that they agree with the documented requirements. Teams shall indicate agreement to these terms on the Consultant Information Form when responding to this solicitation.

DO NOT submit a response to this RFQ if exceptions are taken to any of the stipulated requirements. Submittals with noted exceptions will be considered non-compliant.

Statement of Qualifications Submission

All materials must be received by **12:00 p.m., April 16, 2024** to ensure consideration. It is advisable to submit as early as possible to avoid any technical delays. **No exceptions are made for technical delays.**

SoQ submittals **must** be received via Iowa State's branded version of the Box cloud storage software (CyBox). Submittals are only accessible by Iowa State University staff tasked with managing receipt of SoQ submittals.

To submit a SoQ, email:

- IS_Util.y2i8wkt7ty0ykpna@u.box.com
- [SoQ Submittal Link](#) (This link will prepopulate an email with the appropriate information)

SoQs submitted other than noted above are **NOT** accepted. Attach only the SoQ PDF file to the email. No other images or graphics shall be included as an attachment or in the email body including signature graphics.

The submitter will receive a failure or successful upload notice shortly after transmittal. A request may be made to the technical assistance contact to confirm receipt.

SoQ submittals may be replaced at any time prior to the submittal deadline by submitting a complete, updated copy of the SoQ with the EXACT same filename as the original submittal file. No partial updates are accepted. All submittal updates must be a complete SoQ document.

Submittals with a receipt timestamp after the submittal deadline are discarded, and are not considered, reviewed, or added to materials submitted prior to the submittal deadline.

Contacts

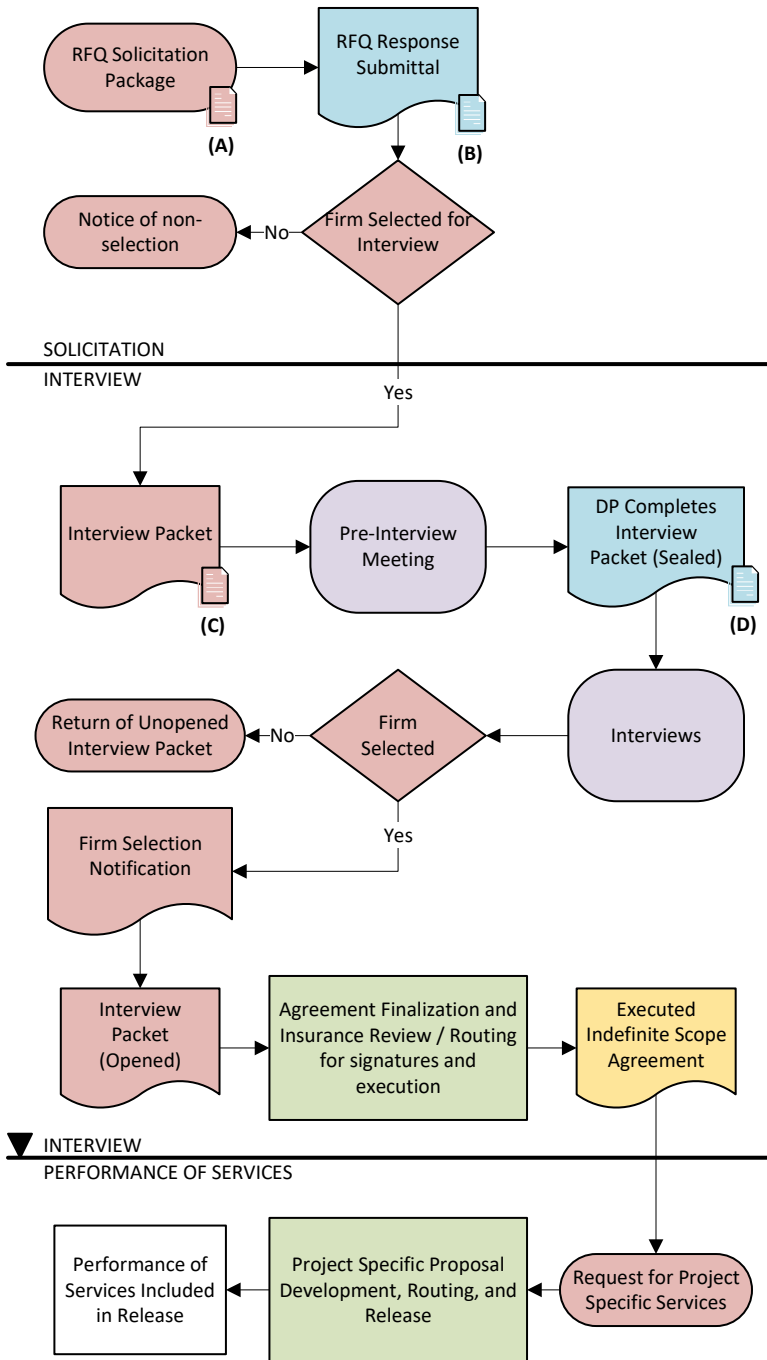
Direct inquiries regarding this Request for Qualifications to the following individuals:

- Formatting & technical questions related to submitting documents:
Wesley Gee, Assistant University Architect (515) 509-4382 wgee@iastate.edu
- Solicitation requirements:
Wesley Gee, Assistant University Architect (515) 509-4382 wgee@iastate.edu
Daniel R. Sloan, University Architect (515) 294-4408 drsloan@iastate.edu
- Insurance and draft agreement requirements:
Theresa Dropps, Contract Administrator (515) 294-3507 contractadmin_ae@iastate.edu
Jill Rhodes, Contract Administrator (515) 294-1688

DO NOT contact other University constituents or stakeholders regarding this Request for Qualifications.

Addenda

Revisions and corrections of this Request for Qualifications are made via addenda published to the [Facilities Planning and Management Professional Services Solicitations website](#). It is the responsibility of the team to check for addenda. Email notices of new publications are only transmitted to individuals signed up through the website to receive updates.



This diagram outlines the Indefinite Scope Professional Services Design Professional (DP) selection and agreement procurement process at Iowa State University. This process links the DP Proposal Letter submittal to the DP interview/selection, reducing the potential for delay in schedule related to the receipt and execution of a Professional Services Agreement. As a part of the selection process, the Design Professional is required to bring three additional items to the interview in a sealed envelope, completed.





Required items include:

Proposal Letter, Schedule of Hourly Rates, and Certificate of Insurance following a predetermined format provided by the university. No Exceptions.

The proposal letter will serve as the basis of the agreement for Indefinite Scope professional services between the Design Professional and the university. Following the conclusion of the interview process, the university will open the successful firm's envelope and immediately submit the contents to Contract Administration to infill the Design Professional name and address in the Agreement and route the Insurance Certificate to Iowa State University Risk Management for insurance approval. With the appropriate reviews and approval signatures in place, the new process should take approximately 10 working days. **No work shall occur prior to the execution of the Agreement.**

Firms not selected for the project will have their unopened envelopes returned.

Once the formal agreements are in place, the university will conduct a group informational meeting with all selected firms in attendance to preview protocol and process prior to commencing with any work associated with the Indefinite Scope Professional Services Agreement.

- (A)  The RFQ Solicitation Package issued by Iowa State University includes various documents necessary for an understanding of the scope of work, agreement requirements and selection process. These include:
- Advertisement, Consultant Information Form
 - Draft Indefinite Scope Agreement
 - Draft Proposal Letter
 - Reimbursement Guidelines
- (B)  The RFQ Response from an interested Design Professional Team should only include the letter of interest and other documents outlined in the advertisement. **DO NOT** submit a Fee Proposal Letter, Hourly Rate by Category, or Certificate of Insurance in the RFQ Response. *Non-complying responses will not be provided further consideration.*
- (C)  Iowa State University will provide an Interview Packet to the shortlisted teams including the Proposal Letter form for completion.
- (D)  The Completed Interview Packet submitted by the Design Professional consists of a sealed envelope including both hard copy, and electronic copy on a USB Drive or SD Card, Certificate of Insurance demonstrating insurance complying with the requirements in the Agreement Between Owner and Design Professional, a completed Proposal Letter, and Hourly Rates by Category. This packet must be submitted at the time of interview. **No Exceptions.**

IOWA STATE UNIVERSITY
Facilities Planning and Management
CONSULTANT INFORMATION FORM

Office of the University Architect
200 General Services Building
700 Wallace Road
Ames, IA 50011-4013

Project Title:

TEAM INFORMATION

1. Firm Name (Firm of Record):
2. Joint Firm (if applicable):
3. Principal in Charge: Project Point of Contact:
Name: Name:
Title: Title:
Phone: Phone:
email: email:

AGREEMENT UNDERSTANDING

We understand that the Agreement Between Owner and Professional Consultant is not subject to negotiation, modifications and/or change. By submitting our statement of Qualifications, we confirm that we have reviewed, understand, and have no exceptions to the terms and conditions of the draft Agreement Between Owner and Professional Consultant included with this solicitation's Request for Qualifications.

4. Acknowledged by:

CORPORATE INFORMATION

5. Year established:
6. Years in business under present name:
7. Previous Corporate Name(s) and Time Period(s):

8. Corporate Headquarters: (Complete address and phone number)

9. Location of offices that will be involved in the Project: (Complete address and phone number)
List the primary and secondary offices where personnel assigned to this project will be based.

10. Personnel: (Number of people by trade, job classification, or discipline)

AGREEMENT BETWEEN OWNER AND PROFESSIONAL CONSULTANT

Indefinite Scope for Professional Services-Utility Engineering
Iowa Board of Regents

This Contract made by and between the Iowa Board of Regents, acting for Iowa State University, hereinafter called the Owner, and **FIRM NAME & ADDRESS**, hereinafter called the Professional Consultant.

The Owner intends to undertake projects on the campus of Iowa State University with an anticipated total cost of less than \$5,000,000.00 using services of the Professional Consultant on an as-needed basis as outlined herein.

The Owner and the Professional Consultant agree as set forth below:

1. The Professional Consultant shall provide professional services, technical staff, and support personnel for Owner's projects on an as-needed basis at various locations as defined by Iowa State University. These various projects may include projects where the anticipated total project costs are less than five million dollars (\$5,000,000.00) for this Contract.
2. This Contract is for professional services for an unspecified number of Iowa State University projects. The scope of work for each assigned project will be defined by the Owner and sent to the Professional Consultant. The professional services required for each of these assigned projects requested by the Owner may include any or all of the tasks included in Article 2 of this Professional Services Contract and may include any or all of the following tasks: architectural planning and design, preparation of contract documents, bidding, and construction phase services. Services may also include investigation of existing building conditions/verification and modification recommendations, feasibility studies, and/or general utility engineering services to best meet the needs of projects and the university.
3. The Professional Consultant's services shall be performed in accordance with this Professional Services Contract and be in compliance with the Owner's approved Professional Consultant Work Statement.
4. Professional services provided by the Professional Consultant will be provided on an "as-needed basis" with no guarantee of work/distribution of work associated with this agreement unless otherwise approved in writing by the Owner.
5. This Contract does not warrant or imply to the Professional Consultant entitlement to perform any specific percentage (%) amount of compensation, work or projects during the life of this three (3) year Contract.
6. This Contract will remain in effect for three (3) years from the date this Contract is executed by the Owner, but may be unilaterally terminated by the Owner at any time, for cause or its convenience, by written notification to the Professional Consultant. Furthermore, this Contract may be extended for two additional one (1) year terms, at the sole discretion of the Owner, for a maximum contract period of five (5) years from the date of the original contract. Owner must provide written notice to

the Professional Consultant prior to the expiration of the original Contract period expiration. Any such time extension shall be subject to the terms and conditions of this Contract. Annually, the Professional Consultant may request Owner to consider an increase of the existing hourly billing rates. All rate changes must be approved in writing by the Owner.

7. The Professional Services Contract will be referenced on all Project correspondence and documents. The Professional Consultant is not to provide any professional services or incur expenses until individual Iowa State University Projects are assigned to this Contract.

NOW THEREFORE, the Owner and the Professional Consultant in consideration of the covenants of this Contract agree as follows:

- I. The Professional Consultant shall provide the professional architectural services for the project in the study, design and construction phase sequence provided in this Professional Services Contract and to the extent authorized by the Owner, and be solely responsible for such professional services. The Professional's services shall be performed in accordance with this Professional Services contract and be in compliance with the Project Scope of Work.
- II. The Owner shall compensate the Professional Consultant for providing their professional architectural study, design and construction services for the Project in accordance with the conditions of this Professional Services Contract.
- III. The Professional Consultant's Proposal, including fee schedule, certificate of insurance and other required documents are attached as the Exhibits listed below:

Exhibit A: Proposal
Exhibit B: Hourly Rates by Classification
Exhibit C: Certificate of Insurance
Exhibit D: Reimbursable Expenses

IN witness, whereof, each of the parties has caused this Professional Services Contract to be executed by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Owner signed the agreement and a copy is provided to the Professional Consultant.

Professional Consultant:
Design Professional Firm Name

by: _____

Printed Name

Dated: _____

FEIN No: _____

E-Mail: _____

RECOMMENDED and ACCEPTED for
Iowa State University

by: _____

Wendy Kisch, Associate Vice President
Facilities, Planning & Management

Dated: _____

Owner:
Iowa Board of Regents

by: _____

Mark Braun, Executive Director
Iowa Board of Regents

Dated: _____

TERMS AND CONDITIONS OF THE AGREEMENT

ARTICLE 1 – WORKING RELATIONSHIPS

1.1 Owner's Representative

The Associate Vice President for Facilities or designee shall be the principal representative of the Owner. All communications between the Owner and Professional Consultant shall be made through the Owner's Representative. The Owner's Representative shall be at all meetings with the Professional Consultant and other institutional personnel during the Project.

1.2 Professional Consultant's Representative

The Professional Consultant 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 Professional Consultant shall be directed to this person. The Professional Consultant's Representative shall not be changed without prior written consent of the Owner. The Professional Consultant's Representative shall be professionally licensed in the state of Iowa.

1.3 Professional Consultant's Representative

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

1.4 Definitions

- 1.4.1 "Addendum" A written or graphic instrument issued by the Professional Consultant before execution of the construction contract(s) that modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.4.2 "Bidding Documents" Construction Documents issued to bidders before signing of an owner-contractor agreement, which include, Bidding Requirements and Contract Documents.
- 1.4.3 "Bidding Requirements" Identifies the date for receipt of bids and explains the procedures to be followed in preparing and submitting.
- 1.4.4 "Change Order (CO)" A written instrument signed by the Owner and Contractor stating their agreement upon the change in the Work, the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract time, if any.
- 1.4.5 "Contract Documents" Are the legally enforceable requirements that become part of the contract when the agreement is signed which include all the Construction Documents.
- 1.4.6 "Construction Change Directive (CCD)" A written order by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the contract sum or contract time, or both.
- 1.4.7 "Construction Cost" Total cost to Owner of those portions of the entire Project designed or specified by the Professional Consultant. Construction Cost does not include the Professional Consultant's compensation and expenses and Owner's expenses associated with the Project or the cost of other services to be provided by others to the Owner.
- 1.4.8 "Construction Documents" Written and graphic documents prepared or assembled by the Professional Consultant for communicating the design of the project and administering the contract for its construction.
- 1.4.9 "Construction Set Documents" Bidding Documents that have incorporated all Addendum items by the Professional Consultant.
- 1.4.10 "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.
- 1.4.11 "Professional Consultant" An entity engaged to provide professional design services. The Professional Consultant may practice Architecture, Engineering, Interior Design,

Landscape Architecture or other similar disciplines professionally qualified to provide the services described herein.

- 1.4.12 "Professional Subconsultant" An entity contracted by the Professional Consultant to provide specified services for the project.
- 1.4.13 "Project" The total construction of which the Work to be performed under this Agreement may be the whole or a part.
- 1.4.14 "Project Manual" The volume usually assembled for the construction work, which includes the bidding requirements, sample forms, conditions of the contract and the specifications.
- 1.4.15 "Total Project Costs" The sum of the Construction Cost, allowances for contingencies, the Professional Consultant's compensation and expenses and Owner's expenses associated with the Project and the cost of other services to be provided by others to the Owner.

ARTICLE 2 – THE PROFESSIONAL CONSULTANT’S SERVICES

2.1 Basic Services

The Professional Consultant's Basic Services shall consist of the work identified herein, including, architecture, engineering, registered communication distribution design, estimating services, and any other services as approved by the Owner.

- 2.1.1 The Professional Consultant shall make every reasonable effort to design the Project so that actual construction costs do not exceed the budgeted construction cost contained in this Agreement. The Professional Consultant shall promptly notify the Owner's Representative in writing when the Professional Consultant believes that the budgeted construction cost might be exceeded.
- 2.1.2 The Professional Consultant shall attend meetings with the Owner's Representative as may be necessary for the timely performance of all services.
- 2.1.3 The Professional Consultant shall work with the Owner's Representative in the development of the time schedule for the Professional Consultant's services and shall agree to maintain the schedule as established. Modifications to the agreed upon time schedule shall be approved by the Owner.
- 2.1.4 The Professional Consultant shall comply with all provisions of the Owner's Facilities Design Manual (FDM). Any deviations must be called to the attention of and reviewed with the Owner's Representative. Written approval from the Owner's Representative must be obtained before implementation of any deviation.
 - 2.1.4.1 Location: https://www.fpm.iastate.edu/construction_projects/fdm/
- 2.1.5 The Professional Consultant shall include the Owner's project title and project number, if applicable, on all documents relating to the Project, including correspondence, letters of transmittal, requests for payment, and drawings.
- 2.1.6 The Professional Consultant will visit the site and review available documents to develop an understanding of the surrounding conditions, and topography, including buildings, vegetation, site features and underground utilities, and master plans in the area of the Project site. The Professional Consultant shall make a thorough review of the affected existing buildings and utilities and shall design for a proper correlation between existing and new work. The Professional Consultant shall work with the Owner's Representative to develop a design that fits contextually, and properly correlates with existing buildings, topography, site features and utility systems.
- 2.1.7 The Professional Consultant's Basic Services also includes:
 - 2.1.7.1 Analyzing with documentation all site utilities and building systems with each utility company and/or Owner.
 - 2.1.7.2 Reviewing existing building and campus planning documents.
 - 2.1.7.3 Researching and resolving code interpretations.

- 2.1.7.4 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.
- 2.1.7.5 Making a presentation to the Iowa Board of Regents; planning committee and any other appropriate committee when requested by the Owner.
- 2.1.7.6 Keeping, preparing, and transmitting minutes of meetings between the Professional Consultant and Owner's Representative, or other institutional personnel, and any other groups.
- 2.1.7.7 Preparing for and participating in a meeting on behalf of the Owner in connection with any public hearing.
- 2.1.8 The Professional Consultant 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.
- 2.1.9 The Professional Consultant agrees to include the terms and conditions of this Agreement in any Agreement with Professional Consultants.
- 2.1.10 The Owner reserves the right to require the Professional Consultant's Professional Consultants to attend meetings referred to in Article 2, Paragraph 2.1.2 and to provide such data and design information as the Owner may find reasonably necessary in connection with the Project.
- 2.1.11 The Professional Consultant's services do not include services related to removal or abatement of hazardous or toxic materials, unless otherwise required herein.

2.2 Study and Report Phase

The Professional Consultant shall conduct a Study and prepare a Report consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner's Representative. The Report shall indicate site conditions, plan arrangements and the general scope and character of the Project.

- 2.2.1 The Professional Consultant shall evaluate various alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in the Professional Consultant's judgment best meet Owner's requirements for the Project.
- 2.2.2 The Professional Consultant shall prepare the Report which will contain the statement of Owner's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to Owner which the Professional Consultant recommends.
- 2.2.3 This Report will be accompanied by the Professional Consultant's statement of probable Construction Cost for each solution recommended for the Project, including the following, which will be separately itemized:
 - 2.2.3.1 Probable Construction Cost
 - 2.2.3.2 Allowances for contingencies
 - 2.2.3.3 Estimated total costs of Professional Consultant and related services provided by Professional Consultant
 - 2.2.3.4 Allowances for other items and services included within the definition of Project
- 2.2.4 The Professional Consultant shall submit the designated quantity of the preliminary Report as identified in Article 15.
- 2.2.5 The Professional Consultant shall revise the Report in response to Owner's comments, as appropriate, and submit the designated quantity of the final Report to the Owner's Representative as identified in Article 15.
- 2.2.6 The Professional Consultant shall not proceed to the Schematic Design Phase until the Professional Consultant has received written approval from the Owner's Representative of a selected solution.

2.3 Programming or Preliminary Design

The Professional Consultant shall provide services necessary to assist the Owner in establishing a program by providing services to establish the detailed requirements for the Project which will consist of written design objectives, limitations, and criteria; list space requirements with quantities and net areas; identify equipment and special systems needed for each space; and establish space relationships for the facility.

2.4 Schematic Design Phase

The Professional Consultant shall prepare Schematic Design Documents from the Owner approved recommended solution and any specific modifications or changes in the scope, extent or design requirements to the Project by the Owner. The documents shall consist of drawings and other documents, including outline Specifications, to fix and describe the size and character of the entire project as to kinds of materials, type of structure, mechanical and electrical systems -- including electrical and mechanical performance data, and such work as may be required, including a description of the items of equipment that will be required to be furnished under any contract, for construction of the Project.

2.4.1 The Professional Consultant shall advise the Owner if additional reports, data or other information or services of the types described in Article 3, Paragraphs 3.1, 3.4, 3.5 and 3.6 are necessary and assist the Owner in obtaining such reports, data or other information or services.

2.4.2 The Professional Consultant shall submit to the Owner a statement of probable Construction Costs, based upon the Schematic Design Documents and upon construction cost projections current at the time of such statement, including the following, which will be separately itemized:

2.4.2.1 Probable Construction Cost

2.4.2.2 Allowances for contingencies

2.4.2.3 Estimated total costs of Professional Consultant and related services provided by Professional Consultant

2.4.2.4 Allowances for other items and services included within the definition of Project

2.4.3 The Professional Consultant shall submit the Schematic Design Documents as identified in electronic format as Article 15.

2.4.4 After review and approval by the Owner, the Professional Consultant shall prepare and submit a Life Cycle Cost Analysis, if required by the Iowa Code, Chapter 470, to the proper government agencies for approval, with the appropriate quantities of the study and copies of all government correspondence being submitted to the Owner as identified in Article 15.

2.4.5 The Professional Consultant shall not proceed to the Design Development Phase until the Professional Consultant has received written approval of the Schematic Design Phase from the Owner's Representative.

2.5 Design Development Phase

The Professional Consultant shall prepare from the approved Schematic Design Documents, drawings and specifications setting forth in detail the requirements for the construction of the entire Project, for review by the Owner prior to proceeding with the Construction Document Phase.

2.5.1 The Professional Consultant shall make all modifications to the documents necessitated by the Professional Consultant's or Professional Consultants' errors, omissions or inadequacies identified in reviews by the Owner's Representative.

2.5.2 The Professional Consultant shall provide technical criteria, written descriptions and design data for Owner's use in filling applications for permits with or obtaining approvals of such governmental authorities having jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities.

2.5.3 The Professional Consultant shall submit to the Owner's Representative a statement of probable Construction Cost based upon the Construction Documents and upon cost

projections current at the time of such statement, including the following, which will be separately itemized:

2.5.3.1 Probable Construction Cost

2.5.3.2 Allowances for contingencies

2.5.3.3 Estimated total costs of Professional Consultant and related services provided by Professional Consultant

2.5.3.4 Allowances for other items and services included within the definition of Project

2.5.4 The Professional Consultant shall consult with the Owner's Representative to identify bidding strategies including alternates required to protect the integrity of the budgeted Construction Cost.

2.5.5 The Professional Consultant shall submit the designated quantity of the Construction Documents and statement of probable Construction Cost for review by the Owner's Representative as identified in Article 15.

2.5.6 The Professional Consultant shall use the Iowa Board of Regents, documents that comprise Division 00, which contain the Bidding Requirements, Contract Forms and Conditions of the Contract as furnished by the Owner.

2.5.7 The Construction Documents shall comply with all applicable state and federal laws and regulations pertinent to the Project. The Professional Consultant shall obtain and forward to the Owner, letters of approval from all applicable agencies prior to receipt of bids.

2.5.8 The Professional Consultant of record and appropriate Professional Consultants shall place their individual information blocks with certifications, seals, signatures and dates on the original title page of the Bidding Documents. The information block shall include the numbers of the pages or sheets, which are covered by certification.

2.5.9 The Professional Consultant shall not proceed to the Construction Documents Phase until the Professional Consultant has received written approval of the Design Development Phase from the Owner's Representative.

2.6 Construction Documents Phase

The Professional Consultant shall prepare from the approved Design Development Documents, drawings and specifications setting forth in detail the requirements for the construction of the entire Project, for review by the Owner.

2.6.1 The Professional Consultant shall make all modifications to the documents necessitated by the Professional Consultant's or Professional Consultants' errors, omissions or inadequacies identified in reviews by the Owner's Representative.

2.6.2 The Professional Consultant shall provide technical criteria, written descriptions and design data for Owner's use in filling applications for permits with or obtaining approvals of such governmental authorities having jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities.

2.6.3 The Professional Consultant shall submit to the Owner's Representative a statement of probable Construction Cost based upon the Construction Documents and upon cost projections current at the time of such statement, including the following, which will be separately itemized:

2.6.3.1 Probable Construction Cost

2.6.3.2 Allowances for contingencies

2.6.3.3 Estimated total costs of Professional Consultant and related services provided by Professional Consultant

2.6.3.4 Allowances for other items and services included

2.6.4 The Professional Consultant shall consult with the Owner's Representative to identify bidding strategies including alternates required to protect the integrity of the budgeted Construction Cost.

- 2.6.5 The Professional Consultant shall submit the designated quantity of the Construction Documents and statement of probable Construction Cost for review by the Owner's Representative as identified in Article 15.
- 2.6.6 The Professional Consultant shall use the Iowa Board of Regents, documents that comprise Division 00, which contain the Bidding Requirements, Contract Forms and Conditions of the Contract as furnished by the Owner.
- 2.6.7 The Construction Documents shall comply with all applicable state and federal laws and regulations pertinent to the Project. The Professional Consultant shall obtain and forward to the Owner, letters of approval from all applicable agencies prior to receipt of bids.
- 2.6.8 The Professional Consultant of record and appropriate Professional Consultants shall place their individual information blocks with certifications, seals, signatures and dates on the original title page of the Bidding Documents. The information block shall include the numbers of the pages or sheets, which are covered by certification.

2.7 Bidding Phase

Documents shall be released to bidders only after approval from the Owner and after publication by the Owner of the "Advertisement for Bids."

- 2.7.1 The Professional Consultant shall participate in a pre-bid conference.
- 2.7.2 The Professional Consultant shall prepare for issue by Owner any required addenda.
- 2.7.3 The Professional Consultant of Record shall affix professional's certification to the Addendum as required in Article 2, Subparagraph 2.5.8.
- 2.7.4 The Owner shall manage the issue and return of Bidding Documents.
- 2.7.5 The Professional Consultant shall be present at the bid opening and assist the Owner in the evaluation of the bids by writing a letter of recommendation to the Owner's Representative.

2.8 Construction Phase

This phase begins with the award of the Construction Contract(s) by the Owner. It ends with the final acceptance of the Project by the Owner and upon furnishing by the Professional Consultant to the Owner the documents required in Article 8.

- 2.8.1 Within ten (10) working days after the Notice of Award, the Professional Consultant shall provide Construction Set Documents to the Owner as defined in Article 15.
- 2.8.2 The Professional Consultant shall provide Construction Phase services as follows:
 - 2.8.2.1 The Professional Consultant will advise and consult with the Owner. The Professional Consultant will have authority to act on behalf of the Owner only to the extent provided herein. The duties, responsibilities and limitations of authority of the Professional Consultant during construction will not be modified or extended without the written consent of the Owner and the Professional Consultant.
 - 2.8.2.2 The Professional Consultant will visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of these on-site observations, the Professional Consultant will keep the Owner informed of the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.
 - 2.8.2.3 The Professional Consultant will not be responsible for and will not have control over charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor will the Professional Consultant be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Professional Consultant will not be responsible for or have control or charge over the acts or

- omissions of the contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- 2.8.2.4 Based on the Professional Consultant's observations and an evaluation of the Contractor's applications for payment, the Professional Consultant will recommend to the Owner the amounts owing to the Contractor and will certify payment supporting such amounts.
- 2.8.2.5 The Professional Consultant will interpret the Contract Documents and judge the performance thereunder by both the Owner and the Contractor as follows:
- 2.8.2.5.1 The Professional Consultant will render interpretations necessary for the proper execution or progress of the work with reasonable promptness and in accordance with any time limit agreed upon. Either party to the contract may make written request to the Professional Consultant for such interpretations.
- 2.8.2.5.2 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretations of the Contract Documents shall be referred initially to the Professional Consultant for recommendation, which the Professional Consultant will render in writing within a reasonable time.
- 2.8.2.5.3 All interpretations and recommendations of the Professional Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In the Professional Consultant's interpretations and judgments, the Professional Consultant will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or judgment rendered in good faith.
- 2.8.2.5.4 Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Professional Consultant, except those which have been waived by the making or acceptance of final payment as provided in the General Conditions of the Contract, shall be subject to arbitration in accordance with the provisions of the General Conditions of the Contract.
- 2.8.2.6 The Professional Consultant will review Contractor's submittals, such as shop drawings, product data and samples. The Professional Consultant's action will be taken with reasonable promptness so as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Professional Consultant's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of the other details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remains the responsibility of the Contractor as required in the Contract Documents. The Professional Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Professional Consultant, of any construction means, methods, techniques, sequences or procedures.
- 2.8.2.7 The Professional Consultant will conduct on-site observations to determine the dates of substantial completion and final completion, will receive and forward to the Owner written guarantees and warranties and related documents required by the Contract and assembled by the Contractor. The Professional Consultant shall advise the Owner that that the Work is complete and in compliance with all the requirements of the Contract Documents.
- 2.8.3 The Professional Consultant, along with appropriate Professional Consultants, shall attend regularly scheduled and any special meetings with Owner's Representative and Contractors' representatives as required by the circumstances of the Project. The Professional Consultant shall keep meeting minutes, prepare a report of each meeting and

distribute copies to the Owner's Representative, Professional Consultant Representative and Contractor for distribution.

- 2.8.4 The Professional Consultant shall prepare or assist the Owner in the preparation of material required for Contract Change Orders by:

2.8.4.1 Preparing documentation required to obtain Change Order proposals from contractors.

2.8.4.2 Reviewing Change Order proposals and making recommendation to the Owner's Representative in writing within five (5) working days of receipt of proposal.

2.8.4.3 Substantiating in writing the reason for all Change Order proposals except those resulting from Owner-initiated changes.

2.8.4.4 If required by the Owner, preparing, issuing and signing formal Change Order for approval by the Owner.

- 2.8.5 In the course of conducting on-site observations to determine the dates of substantial completion and final completion, the Professional Consultant, along with appropriate Professional Consultants, shall develop and submit to the Owner, a list of contract items to be completed or corrected (punch list). The Professional Consultant shall assist the Owner in establishing appropriate warranty and guarantee commencement dates for various items of mechanical, electrical and conveying equipment.

- 2.8.6 The Professional Consultant and/or all appropriate Professional Consultants retained by the Professional Consultant shall accompany the Owner's Representative on a post-occupancy and warranty review prior to the expiration of the warranty period for any separate contract, but sufficiently after occupancy to allow the Owner adequate opportunity to observe for defective conditions. This review shall take place at a mutually agreed-upon time and date.

- 2.8.7 The Professional Consultant shall furnish to the Owner a complete written report of observations made while fulfilling the requirements of Subparagraph 2.6.2, above and 2.7, below.

- 2.8.8 The Professional Consultant shall not be responsible for the acts or omissions of the Owner's Representative during the Construction Phase.

2.9 Operational Phase

This phase may commence during the Construction Phase and will terminate one year after the date of Substantial Completion.

- 2.9.1 The Professional Consultant shall provide assistance in connection with the refining and adjusting of any equipment or system.

- 2.9.2 The Professional Consultant shall assist the Owner in training Owner's staff to operate and maintain the project.

- 2.9.3 The Professional Consultant shall accompany the Owner to visit the Project and observe any apparent defects in the completed work, assist Owner in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.

2.10 Non-Compensated Services

- 2.10.1 If the statement of probable Construction Cost required in paragraphs 2.2, 2.3 and 2.4 exceeds the budgeted Construction Cost, the Owner may choose to revise the Project scope and/or quality as required to reduce probable Construction Cost. If the Owner chooses to proceed in this manner, the Professional Consultant shall be responsible for all costs associated with modifying the design.

- 2.10.2 If the lowest bonafide bid exceeds the budgeted Construction Cost, the Owner may choose to revise the Project scope and/or quality as required to reduce projected construction costs. If the Owner chooses to proceed in this manner, the Professional Consultant shall be responsible for all costs associated with modifying, printing and issuing the Contract Documents as necessary to obtain new bids.

- 2.10.3 Services required to correct errors, omissions, or deficiencies by the Professional Consultant or Professional Consultants that become apparent during construction or after completion of the Project.
- 2.10.4 The accounting records of the Professional Consultant and its Professional Consultants shall distinguish those services referred to in Subparagraph 2.8.2 from all other services provided under this Agreement.
- 2.11 Additional Services
 - 2.11.1 The following services are not included in Article 2, Paragraphs 2.1 through 2.8, Basic Services. Such additional services will be paid for by the Owner in addition to compensation for the Professional Consultant'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 Paragraph IV shall be changed to reflect these additional services upon execution of an amendment to this Agreement. Such services include:
 - 2.11.1.1 Making revisions in drawings, specifications or other documents resulting from Owner-initiated changes in program or in the standards of the institution made subsequent to Owner approval of previously completed work.
 - 2.11.1.2 Preparing supporting data and other services in connection with Change Orders, if the change is the result of Owner-initiated changes in program or in the standards of the institution.
 - 2.11.1.3 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Article 2, Paragraph 2.1, as may be required in connection with the replacement of such Work.
 - 2.11.1.4 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Contract(s).
 - 2.11.1.5 Preparing to serve or serving as an expert witness on behalf of the Owner in connection with any arbitration proceeding or legal proceeding.
 - 2.11.2 The Professional Consultant 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 shall provide written program/requirements for the Project including the budgeted Total Project Costs and Construction Costs. A change in either cost cannot be expected or assumed.
- 3.2 The Owner's Representative shall meet and confer with the Professional Consultant and the Professional Consultant'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 Professional Consultant in writing of any change in the written program/requirements.
- 3.3 The Owner will provide the Professional Consultant with a certified site survey containing the data requested by the Professional Consultant and approved by the Owner when required by the project needs.
- 3.4 The Owner shall furnish the services of a geotechnical engineer or other Professional Consultant when such services are deemed necessary by the Professional Consultant and approved by the Owner, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.
- 3.5 The Owner shall furnish special construction inspection/testing services as deemed necessary by the Owner or Professional Consultant with appropriate professional reports or recommendations.

- 3.6 The services, information, surveys, and reports required by Article 3, Paragraphs 3.3 through 3.5, inclusive, shall be furnished at the Owner's expense and the Professional Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 3.7 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 Professional Consultant or its Professional Consultants, in the interest of the Project for the expenses listed in Article 15 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 Professional Consultant 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 PROFESSIONAL CONSULTANT

- 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 invoice standards as referenced in Article 15.3 and shall be accompanied with documentation for services and reimbursable expenses.
- 5.3 Maximum payable by phase. During the course of the Project, payments to the Professional Consultant shall not exceed the listed percentage of the compensation as defined in Article 15.
- 5.4 Termination of the Project. In the event the Owner decides for any reason to terminate the Project, the Professional Consultant shall be paid for services satisfactorily performed and unpaid Reimbursable Expenses incurred prior to receipt of written notice from the Owner.
- 5.5 Deferral of the Project. If action on the Project is deferred for more than one year, the Professional Consultant's compensation shall be subject to renegotiation for the uncompleted portion of the Project.
- 5.6 Termination of the Agreement. In the event the Agreement is terminated for any reason, the Professional Consultant shall be paid for services satisfactorily performed and unpaid Reimbursable Expenses incurred prior to receipt of written notice of termination.
- 5.7 Professional Consultant's Accounting Records. Records of the Professional Consultant's costs pertinent to Professional Consultant's compensation under this Agreement shall be:
- 5.7.1 Kept in accordance with generally accepted accounting practices.
- 5.7.2 Kept for the duration of the Statute of Limitations that governs when this Agreement was executed.
- 5.7.3 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 Professional Consultant 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 U.S. veteran. The Professional Consultant 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, physical or mental disability or status as a U.S. 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 Professional Consultant 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 Professional Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Professional Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age, physical or mental disability or status as a U.S. veteran except where it relates to a bona fide occupational qualification.
- 6.3 The Professional Consultant shall send to each labor union or representative of workers with which the Professional Consultant has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Professional Consultant'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 Professional Consultant shall comply with all relevant provisions of state and federal laws and regulations. The Professional Consultant 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 Professional Consultant'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 Professional Consultant 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 Professional Consultant shall include the provisions of this Article 6 hereof in every agreement with Professional 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 Professional Consultant. The Professional Consultant shall take such action with respect to any Professional 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 Professional Consultant becomes involved in, or is threatened with, litigation by a Professional Consultant as a result of such direction by the Iowa Board of Regents or its institutions, the Professional Consultant 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) day written notice to the Professional Consultant for the Owner's convenience and without cause.
- 7.3 In the event of termination due to the fault of parties other than the Professional Consultant, the Professional Consultant shall be compensated for services performed to termination date, including reimbursable expenses.
- 7.4 This Agreement shall terminate upon final acceptance of the work of the Project, except as set forth in Article 2, Subparagraph 2.6.7 and Article 8, Paragraph 8.1 of this Agreement. In the event no construction is authorized, this Agreement shall terminate three (3) years from the date of completion of working Drawings and Specifications for the Project and final settlement shall be made in accordance with Article 5.

ARTICLE 8 – RECORD DOCUMENTS

- 8.1 Within thirty (30) days after Acceptance of the Construction Contract, the Professional Consultant shall furnish the Owner with documents as specified in Article 15.

ARTICLE 9 – OWNERSHIP OF ALL PROJECT DOCUMENTS

- 9.1 All design documents, including electronic data, required by this Agreement, as instruments of service are the property of the Owner whether the work for which they are made be executed or not.
- 9.2 Any reuse without specific written verification or adaptation by the Professional Consultant will be at Owner's sole risk and without liability or legal exposure to the Professional Consultant.
- 9.3 The Professional Consultant shall not acquire a copyright for project documents but shall be permitted to retain copies including reproducible copies or electronic data of the drawings, specifications and other project documents.

ARTICLE 10 – INSURANCE AND INDEMNIFICATION

- 10.1 The Professional Consultant 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 Contract, 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 than A-, financial size VII. The required minimum liability limits may be met through either the primary policy(ies), or a combination of primary and excess or umbrella policies.
 - 10.1.1 Insurance coverage required:
 - 10.1.1.1 Workers Compensation in compliance with statutory requirements, and Employers Liability with limits of no less than \$500,000 Each Accident for bodily injury/\$500,000 Each Employee for bodily injury by Disease/ and \$500,000 Policy Limit for bodily injury by Disease. The Professional Consultant shall waive subrogation rights against the State of Iowa; the Iowa Board of Regents; and, Iowa State University for any claim paid or payable on this policy. Workers Compensation coverage is required for all personnel working on this contract. All of the Professional Consultant's employees, partners, members, officers and sole proprietors must be included.
 - 10.1.1.2 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.
 - 10.1.1.3 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.
 - 10.1.1.4 Professional Liability of no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage should be on a claims made basis.
 - 10.1.1.5 Umbrella Liability of no less than \$2,000,000 per occurrence providing excess of the General Liability, Automobile Liability and Employers Liability.
 - 10.1.2 The above liability insurance policies, with the exception of Professional and Workers Compensation coverage, shall name three entities: State of Iowa; Iowa Board of Regents; and Iowa State University as additional insureds. The additional insured shall be added to the policy and endorsed using CG 20 26 or equivalent. Endorsement form shall be attached to the certificate of insurance.
 - 10.1.3 The Professional Consultant shall waive subrogation rights against the State of Iowa; the Iowa Board of Regents; and Iowa State University for any claim paid or payable by any of the above-required insurance policies. Endorsement form WC 00 03 13 shall be attached to the certificate of insurance.
 - 10.1.4 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 Professional Consultant.
 - 10.1.5 The Professional Consultant, contractor, or other party to this Agreement is responsible for determining/confirming that any and all sub-consultants meet these same insurance and indemnity requirements.

10.1.6 Certificate Holder address shall be as follows:

Iowa State University
Facilities Planning & Management
200 General Services Building
700 Wallace Road
Ames, IA 50011-4021

- 10.2 The Professional Consultant and all Professional Consultants employed by the Professional Consultant shall each effect and maintain insurance to protect the Professional Consultant 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 negligent acts, errors, or omissions for which the Professional Consultant is legally liable. Insurance shall be as identified in Paragraph V.
- 10.3 The Professional Consultant 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. Upon written request of the Owner, the Professional Consultant agrees to provide certified copies of any or all insurance policies required in Paragraph V, within 30 days of such request.
- 10.4 To the full extent permitted by law, the Professional Consultant shall indemnify and hold harmless the Owner, its agents, successors and assigns, and the Iowa Board of Regents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the performance and compliance with the terms and obligations of this Agreement, provided that any such claim, damage, or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused by any intentional act, negligent act or omission of the Professional Consultant, its professional consultants or anyone employed by any of them or anyone for whose acts or omissions any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.
- 10.5 The requirements for insurance are not intended to limit, qualify or restrict the liabilities and obligations otherwise assumed by the Professional Consultant in this Agreement, including provisions concerning indemnification.
- 10.6 The Owner will require any Contractor or Subcontractor performing work in connection with the Contract Drawings and Project Manual produced under this Agreement to hold harmless, indemnify the Owner and the Professional Consultant, its professional consultants and each of their officers, agents and employees from any and all claims, losses, damages or expenses, including reasonable attorney's fees, arising out of the Contractor's or Subcontractor's intentional acts, negligent acts, or omissions in the performance of the work described in the Contract Documents, but not including liability that may be due to the intentional acts, negligent acts, and omissions of the Owner, the Professional Consultant, their professional consultants or their officers, agents and employees.

ARTICLE 11 – DISPUTES

- 11.1 Any dispute between the Professional Consultant 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 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 10 days, then the Professional Consultant may submit in writing the issues(s) in dispute to the Vice President for Business and Finance as the University President's designee. The determination of the Vice President for Business and Finance is the final institutional decision.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

- 12.1 The Owner and the Professional Consultant are each bound, including their respective partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither the Owner nor the Professional Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 13 – EXTENT OF AGREEMENT

- 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Professional Consultant 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 Professional Consultant.

ARTICLE 14 - GOVERNING LAW

- 14.1 This Agreement shall be governed by the laws of the state of Iowa.

ARTICLE 15 - OTHER CONDITIONS OR SERVICES

15.1 Monthly Progress Report

- 15.1.1 The Professional Consultant shall provide a monthly progress report summarizing the activities of the previous month. This report shall be published to the Owner's project web site and shall coincide with the Professional Consultant's invoice for professional services (15.3).
- 15.1.2 The Professional Consultant shall provide monthly progress sets of the Construction Documents during the Construction Documents Phase for Owner review. These documents shall be published to the Owner's project web site in Portable Document Format (.pdf). These documents, in conjunction with the progress report required in 15.2.1 will be used to evaluate the Professional Consultant's invoice.

15.2 Payment to the Professional Consultant

- 15.2.1 Payment to the Professional Consultant for Basic and Additional Services, as defined in Article 2, and for Reimbursable Expenses, as defined in Article 4, shall be made monthly upon submittal of the Professional Consultant's invoice and may be on the Owner's Electronic Pay Application system. The Design Professional shall be compensated for all approved reimbursable expenses at a multiple of 1.0 times the amount invoiced.
- 15.2.2 The Professional Consultant shall attach any required backup material to the invoice. The Design Professional shall be compensated for Consultants services that are included in the Basic Services at a multiple of 1.0 times the amount invoiced.
- 15.2.3 During the course of the Project, payments to the Professional Consultant shall not exceed the amounts or percentages of the total compensation due under the Contract listed on the Indefinite Scope Project Form. When total compensation is Stipulated Sum, payment shall be commensurate with the actual work completed, but not exceeding the phase limit, see illustration below.

	Amount	Percentage
Study and Report	\$	10
Programming	\$	15
Schematic Design	\$	25
Design Development	\$	40
Construction Documents	\$	75
Bidding	\$	80
Construction	\$	98
Record Documents	\$	100

15.3 Document Submittal Schedule

- 15.3.1 The Professional Consultant shall provide the Owner with the quantities identified on the Indefinite Scope Project Form, see illustration below.

	Predesign	Schematic Design Review	Design Development Review	Construction Documents Review
Study Report	E	N/A	N/A	N/A
Program	E	E	N/A	N/A
Project Manual/Specifications	N/A	N/A	E	E
Drawings	N/A	N/A	E	E
Tabulation of Area	N/A	N/A	E	E

Probable Construction Cost	E	N/A	E	E
Life cycle cost analysis	N/A	N/A	N/A	N/A
monthly progress report	E	E	E	E

15.4 Document Format:

15.4.1 Text based documents shall be submitted in a searchable Portable Document Format(.pdf) and native Microsoft Word format (.doc, .docx), latest version. Portable Document Format project manual documents shall be collated into a single electronic file with bookmarks added to the first page of each section.

15.4.2 Contract Drawings shall be submitted in a searchable Portable Document Format (.pdf), Autodesk Drawing Files (.dwg), latest version (preferred), and if used for document production, native Revit model files (.rvt). Portable Document Format drawings shall be collated into a single electronic file with pages labeled to match the drawing sheet name, and bookmarks added to each drawing sheet.

15.4.3 The Professional Consultant shall convert electronic documents to searchable Portable Document Format (.pdf) and publish to Owner's project web site as required herein.

15.5 Construction Documents:

15.5.1 The Professional Consultant shall publish the drawings and specifications to the Owner's project web site in searchable Portable Document Format (.pdf) for printing and viewing for final review. The cover sheet of the drawings and specifications shall be labeled as "Final Construction Documents".

15.5.2 The Professional Consultant shall be responsible for coordinating the printing of the Construction Documents directly with the Owners' Printing Services, 515-294-4538. The Owner will distribute the review documents. The Professional Consultant shall advise the Owner's Project Manager of the number of sets needed by the Professional Consultant and its Professional Consultants.

15.6 Bidding Documents:

15.6.1 The Professional Consultant shall publish the drawings, specifications, the Project Manual cover sheet and table of contents, to the Owner's project web site in searchable Portable Document Format (.pdf) for printing and viewing. The Owner will publish the Bidding Requirements and Contracting Requirements. Owner's Printing Services will distribute the Bidding Documents and all Addenda, and maintain the Plan Holders List.

15.6.2 The Professional Consultant shall be responsible for coordinating the printing and distribution of the Bidding Documents and all Addenda directly with Owner's Printing Services, 515-294-4538.

15.6.3 The Professional Consultant shall deliver one set of Bidding Documents (drawings and Project Manual) to the Owner with certifications required in paragraph 2.5.8 prior to the bid date of the project.

15.6.4 The Professional Consultant shall deliver all Addenda to the Owner prior to the bid date of the project.

15.7 Construction Set Documents:

15.7.1 The Professional Consultant shall provide Construction Set Documents as defined in paragraph 1.4.9 within ten (10) working days following the award of contract(s).

15.7.2 The Professional Consultant shall publish the Construction Set Documents to the Owner's project web site as follows:

15.7.2.1 Drawings, specifications, and the Project Manual cover sheet and table of contents in searchable Portable Document Format (.pdf) for printing.

15.7.2.2 Drawings in Architectural Desktop or AutoCAD (.dwg) format for use by the Contractor and Owner.

15.8 Contract Document Revisions:

15.8.1 The Professional Consultant shall revise the Construction Set Documents as changes are made during the Construction Phase as follows:

15.8.1.1 The Construction Set Documents shall be continuously updated on the Owner's project web site to reflect changes that are made as a result of accepted Change Requests and supplemental documents issued to clarify the design intent.

15.8.1.2 Revised drawings shall retain the original sheet designation, indicate the history of revisions to the sheet in the title block, and indicate the most recent change to the sheet with a cloud around the changed area and a revision number. Revised specifications shall retain the original division/section numbering and show the most recent revised text as shaded with deleted text shown as strike-through. New drawing sheets or specification sections shall be numbered appropriate to their position in the set.

15.9 Record Documents:

15.9.1 The Professional Consultant shall provide the Owner with a set of record documents (drawings and specifications) including revisions made during construction. These documents shall incorporate all accepted Change Orders, changes made via the submittal process, supplemental documents, and changes noted on the Contractor's Project Record Documents.

15.9.1.1 Said documents shall be labeled as "Record Documents".

15.9.1.2 One copy of said documents shall be delivered to the Owner and published to the Owner's project web site within thirty (30) days following the Owner's delivery of the Contractor's Project Record Documents to the Professional Consultant.

15.9.1.3 Electronic drawing files published to Owner's project web site shall be in Architectural Desktop or AutoCAD format. Publish electronic reference files, font files, color table files (.ctb), and plotter control files (.pc3). Publish any special instructions required for plotting drawing files in an electronic text file.

15.9.1.4 Remove all references (clouds or shading) to interim revisions except the notations in the drawing title block.

15.10 Electronic Project Communications

15.10.1 Electronic Project Communications, including but not limited to the systems, formats and transmission methods identified in this article and elsewhere in the Contract Documents, will be used for this project and may be relied on for purposes of binding information transfer for this Project. All parties agree that transactions may be conducted by electronic means in accordance with the provisions of Chapter 554D of the Code of Iowa.

15.10.2 All parties are required to acquire and/or maintain at its own expense throughout the Project, hardware, software, services and other electronic processes and versions, including payment for all royalty or license fees for their use, necessary to effectively and reliably transmit and receive Project-related Electronic Communications:

File formats: The following file formats are permitted. Each Party shall maintain hardware and software as required to read each of these formats and to produce the formats for the types of documents they are responsible for creating or revising.

- PDF, Portable Document Format
- RTF, Rich Text Format
- GIF, CompuServe Graphic Interchange Format
- JPG, JPEG, or JIFF compliant format
- TIF, Tagged Image File Format
- DWG, Autodesk or Open Design Alliance (free viewers available)
- DOC, Microsoft Word (Recommended)
- XLS, Microsoft Excel (Recommended)
- PPT, Microsoft PowerPoint (Recommended)
- MSG, Microsoft Outlook (Recommended)
- RVT, Autodesk Revit

- 15.10.3 Project communication and management system: An Internet based project communication and management system will be used on this project to share information among team members and conduct and track project communications. The Professional Consultant is required to participate with the project team and use the system for viewing correspondence and information posted by other project team members, publishing correspondence and information for viewing by other project team members, and logging and/or responding to items such as RFI's and Submittals. There are no fees required for access to the system. The Owner will provide project team members with password protected access privileges to the project web site.
- 15.10.4 Electronic Payment Application System. The payment process may be conducted utilizing the electronic payment system. The payment system is an online application to manage and transmit invoices from the Professional Consultant to the Owner for approval. No hardware or software purchase is required. The system can be operated with access to the internet and a standard email account. Owner will provide training as needed.
- 15.10.4.1 Users must enter their login ID and password. Individual Users are assigned their own unique and confidential Login ID and a temporary password to use the system. After the first log on, users will be required to update their password. Invoices are electronically processed through an automated process. All supporting documentation relating to invoices, such as reimbursables, monthly progress reports and any other required documents shall be uploaded.
- 15.10.4.2 Professional Consultant shall provide required user information to the Owner after Agreement is executed. Security levels, access to information and authorization is controlled by the Owner. Digital signatures track action steps taken by individual users. Users may view digital signatures of all authorized persons within the assigned Agreement.

<Include any firm logo, letterhead, etc.>

April 25, 2024

Daniel R. Sloan, AIA
University Architect
Facilities Planning & Management
Iowa State University
200 General Services Building
700 Wallace Road
Ames, Iowa 50011-4013

Re: Indefinite Scope Professional Services - Utility Engineering

Dear Mr. Sloan:

<Firm Name> is pleased to propose the following Utility Engineering services and associated fees to Iowa State University for an Indefinite Scope Professional Services – Utility Engineering Agreement. We have read and agree to the terms and conditions of the draft Contract Between Owner And Professional Consultant associated with the above-noted services and insurance requirements noted therein. As required, a Certificate of Insurance demonstrating insurance requirement compliance is attached to this proposal letter for university review and approval (Exhibit C).

STATEMENT OF UNDERSTANDING

<Firm Name> understands the agreement will be available for projects with a total project cost of less than Five Million Dollars (\$5M) for a period of up to five years with a three-year initial term and option for two additional one-year extensions. Professional services will be provided as needed with no guarantee of work or distribution of work associated with the agreement. It is anticipated that services under the agreement will include architectural design and planning, preparation of contract documents, bidding, construction, and record phase services. Services may also include investigation of existing building conditions/verification and modification recommendations, feasibility studies, and general architectural design services to meet the needs of projects and the university.

SCOPE OF SERVICES STATEMENT:

<Firm Name> proposes to provide the university with Utility Engineering services for a period of three years, commencing after the execution of a contract, with the potential for this period to be extended on an annual basis for two additional years. We understand that our services' scope will be "on-call" and may be diverse.

FEES

Utility Engineering services provided under the agreement will be project specific with associated fees for services provided as lump sum fixed fee, hourly not to exceed, or hourly estimated. A project specific fee proposal will be submitted to the university based on the needs and requirements of the project for approval before commencing with work. It is understood that hiring sub-consultants or providing any specialty equipment (lifts, etc.) must be approved in advance by the Owner.

HOURLY RATES

We propose the Hourly Rates by Classification (Exhibit B) to serve as the basis for services provided under the agreement. <Firm Name> understands it is the responsibility of <Firm Name> to submit a formal request to the university to revise rates and that such requests cannot be submitted at intervals less than 12 months from prior rate approval. <Firm Name> further understands that final approval of a change in rates is at the discretion of the University Architect, and retroactive rate requests will not be approved.

<Firm Name>

April 25, 2024
Proposal - Page 1 | 2

REIMBURSABLE EXPENSES

Reimbursable expenses are included in the above-noted hourly rate schedule and are based on the University's "Guidelines for Reimbursable Transportation and Travel Expenses by Professional Consultants." <Firm Name> understands that the University is responsible for the printing and distributing all review, bid and construction documents including project manual and drawings. <Firm Name> further understands that any markup to the costs for sub-consultant services is not allowable reimbursable expenses. Sub-consultant fees, when not paid directly by the university, are invoiced at a multiplier of 1.0.

STATEMENT OF UNDERSTANDING

By submitting this proposal, <Firm Name> assures the university that the resources and ability to provide services are available to proceed posthaste if so directed.

CONTACT INFORMATION

<Firm Name> designates <Firm Representative 01> as <Firm Name>'s primary point of contact for the agreement and <Firm Representative 02> as <Firm Name>'s secondary point of contact for the agreement. These individuals have authorization to make decisions on behalf of the firm for services performed under the agreement.

<Representative 01>	<Title>	<Phone #>	<email>
<Representative 02>	<Title>	<Phone #>	<email>
<Firm Address>			

< Firm Name> designates <Firm Pay Representative 01>, and <MEPT Firm Pay Representative 02> as the Primary and Back-up Representatives respectively for processing invoices through the Owner's electronic payment system.

<Firm Pay Representative 01>	<Title>	<Phone #>	<email>
<Firm Pay Representative 02>	<Title>	<Phone #>	<email>

<Optional Closing Paragraph, revise as desired> Thank you for the opportunity to provide professional services for this project. Please let us know any questions as you review this information. <Provide any additional closing summary comments>

Sincerely,

<Firm Name>

<Firm Authorized Signature>
<Firm Authorized Signature Provider printed name and title>

Encl: Exhibit B – Hourly Rates by Classification
Exhibit C – Certificate of Insurance

Rates by Classification

Indefinite Scope Professional Services-Utility Engineering
<Firm Name>
April 25, 2024

Position	Rate
Professional	
Principal (Example)	\$0.00 / hour
<Add lines for positions as necessary>	\$0.00 / hour
	\$0.00 / hour
Technical	
Drafting (Example)	\$80.00 / hour
	\$0.00 / hour
Administrative	
Clerk (Example)	\$60.00 / hour
	\$0.00 / hour

INSURANCE DOCUMENTATION REQUIREMENTS

Certificate(s) of Insurance demonstrating full compliance with the requirements of the draft Agreement shall be included in the Information Packet submitted by the firm at the time of interview. Failure to include complete information in the Information Packet will disqualify the firm from selection.

All Insurance MUST meet the requirements of the samples provided and any compliance review requests MUST be made prior to the interview and directed to:

Theresa Dropps, Contract Administrator, (515) 294-3507, tdropps@iastate.edu or

Jill Rhodes, Contract Administrator, (515) 294-1688, jillar4@iastate.edu.

1. Certificate(s) of Insurance

2. Waiver of Subrogation

Waiver of subrogation applies to the Workers Compensation policy per form WC 00 03 13 in favor of:

- a. State of Iowa
- b. Iowa Board of Regents
- c. Iowa State University

3. Additional Insured

Provide a blanket additional insured endorsement or list the following entities as additional insured:

- a. State of Iowa
- b. Iowa Board of Regents
- c. Iowa State University



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/20__

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Producer Contact Information
Producer Information (Insurance Agency Broker)	PHONE (A/C, No. Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A:
INSURED	INSURER B: Insurance Company 1
Insured's Name & Address	INSURER C: Insurance Company 2
	INSURER D: Insurance Company 3
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		Policy #	Eff Date	Exp Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		Policy #	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/>		Policy #	Eff Date	Exp Date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy #	Eff Date	Exp Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/>	Professional Liability			Policy #	Eff Date	Exp Date	Per Claim 1,000,000 Annual Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of Iowa; Board of Regents, State of Iowa; and Iowa State University are Additional Insured per written contract with respect to the General Liability policy per form CG 2026 or equivalent. The General Liability, Auto Liability, Workers Compensation and Professional Liability includes a Waiver of Subrogation as required by written contract. Waiver of subrogation applies to the Workers Compensation policy per form WC 00 03 13 in favor of the State of Iowa; Board of Regents, State of Iowa; Iowa State University. Copy of endorsements CG 2026 and WC 00 03 13 are attached

CERTIFICATE HOLDER**CANCELLATION**

Iowa State University Facilities Planning & Management 200 General Services Building Ames, IA 50011-4021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

State of Iowa; Board of Regents, State of Iowa; Iowa State University

200 General Services Building
Ames, IA 50011-4021

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13****2nd Reprint***Effective April 1, 1984***Advisory****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OR RIGHTS FROM US.

Note:

State of Iowa; Board of Regents, State of Iowa; and Iowa State University

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$_____."
4. The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. For New York, the company shall as applicable indicate a premium charge of 2% to 10% of the manual premium subject to a minimum charge of \$250 per policy for blanket coverage.
7. For New York, the company shall as applicable indicate a premium charge of 5% to 10% of the manual premium for each person or organization named above subject to a minimum charge of \$250 per policy for specific coverage.
8. In Oregon, the sentence in () must be excluded from the endorsement where the endorsement is applied in association with a construction agreement as defined by Oregon statute.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 through 16-1908 and any amendments thereto). According to the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

NOTICE: Although the *formatting* of this online manual, including any state exceptions, may differ from the hard copy, the *content* is identical.

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IOWA STATE UNIVERSITY
FACILITIES PLANNING & MANAGEMENT

INDEFINITE SCOPE RELEASE

REQUEST FOR PROFESSIONAL
CONSULTANT WORK

Project Name: Utilities-Power Plant Chilled Water Extension Date: 5/31/2024
CP/PR Number: CP1001111 **Building/Location:** Power Plant
Work Order Number: NA **Project Budget or Estimated Project Budget if PIR:** \$4,265,000
FP&M's Contact: FPM Project Manager **Phone:** (515) 509-XXXX **email:** ProjectManager@iastate.edu

Consultant: Acme Engineering
Primary Contact: John Doe **Phone:** 515-555-5555 **email:** john.doe@acmeengineering.com
Secondary Contact: Jack Doe **Phone:** 515-555-5555 **email:** jack.doe@acmeengineering.com
Billing Contact: Jane Doe **Phone:** 515-555-5555 **email:** jane.doe@acmeengineering.com
Second Billing Contact: N/A **Phone:** N/A **email:** N/A

Consultant's Point-of-Contact coordinating services (select one): ☒ Primary Contact ☐ Secondary Contact ☐ Other Contact (indicate below)
Other Contact: _____ Phone: _____ email: _____

All services shall be provided in coordination with the **Utility Engineering** agreement dated **4/27/2024** as noted below:

☒ Project Scope defined per the attached proposal dated **May 30, 2024**

When requiring submittals, please list them within the scope.

Coordinate the following separate Owner's Contractor(s)/Consultant(s): (List or type "none")

Lucernex Access: ☐ No ☒ Yes

If yes, select: ☒ Prime Design Professional ☐ Commissioning Authority ☐ Survey Consultant ☐ Professional Consultant ☐ Testing

Consultants requiring access to Lucernex: ☒ Primary Contact ☐ Secondary Contact ☐ Other Contact

Billing options:
(check one)

Invoicing Method:

☐ Invoice ☒ Electronic Payment System

Stipulated sum

☒ Stipulated Sum in the amount of \$ 25,000

Hourly rates based on Master Contract

☐ Hourly Not-to-Exceed Maximum Fee: \$ _____

Reimbursable Expenses: \$ _____

Payment Schedule	Percentage
Programming/Preliminary Planning	
Schematic Design	50
Design Development	50
Construction Document	
Bidding	
Construction	
Record Documents	
Other (Describe Here & delete "Other")	

Signatures, Authorizations, and Confirmations

☒ Consultant's Signature is on the attached proposal (required).

FP&M Contact: _____ Date: _____ University Architect: _____ Date: _____

This serves as your "NOTICE TO PROCEED" with the project listed above.

Signature:

Phone: 515-294-3507

Office Use Only: Worktag: _____ Work Order: _____ CS: _____ SCN: _____

Guidelines for Reimbursable Transportation and Travel Expenses by Professional Consultants

Reimbursable transportation and travel expenses shall be limited to those incurred in travel out of the State of Iowa on behalf of the Project. Such travel shall be taken only when authorized in advance by the Owner's Representative. No in-state travel including, but not limited to, site visits or on-campus meetings shall be reimbursed for personnel that reside in or work from offices in Iowa. If portions of any trip are for purposes other than Project business, charges must be pro-rated appropriately. Any expenses other than those listed below must be approved by the Owner's Representative prior to expenditure to be considered for reimbursement.

Revised Jan 2012

Expense Type	Reimbursement Policies	Receipt Required?
Airfare	Actual cost of the least expensive class available. Business class and first class are not reimbursable. Reimbursable air travel must be approved in advance by the Owner's Representative.	Yes - Passenger receipt coupon or a copy of the E-ticket confirmation showing the amount paid.
Airport Shuttle	Actual expense, including gratuity.	No
Car Rental	Iowa State University has a contract with Enterprise Rent-A-Car and National Car Rental, both of which are operated by Enterprise Holdings, Inc. Consultants and contractors whose car rental expenses are being reimbursed by the university should use this contract. Details on using this contract are available from ISU.	Yes
Car Repairs, Car Maintenance, Car Accidents, Car Washes, Oil Changes, Locksmith Charges	Not reimbursable.	N/A
Faxes, Internet Service	Actual expense necessary for university business only when free services are not available. (See "Telephone" below.)	Yes, if \$75 or more.
Flight Insurance	Not reimbursable.	N/A
Gratuities (Tips)	Actual amounts paid for cabs, skycaps, bellmen, etc. will be reimbursed. Meal gratuities cannot be claimed separately as a means of exceeding meal maximums.	No

Expense Type	Reimbursement Policies	Receipt Required?
Lodging	<p>Single rate. Charges for faxes, internet service, photocopying parking and business-related long-distance calls will be reimbursed when free services are not available and must be detailed on the hotel receipt. Charges for staying with friends or relatives are not reimbursable. In-room movies are not reimbursable.</p> <p>Maximum reimbursement for hotel stays in Ames Iowa is \$110.00 per day unless approved in advance by the Owner's Representative. Note that reduced rates are available at many local hotels and should be arranged through ISU.</p>	Yes – Itemized hotel receipt required.
Meals , Food, Snacks	Actual expenses, \$40.00 per day maximum. Gratuities may be included. Alcohol must be excluded.	No
Mileage – Personal Vehicle	<p>IRS Allowable Reimbursement Rate for Current Year.</p> <p>The official station (starting point) will be the location of the traveler's permanent office or home, whichever is less. Whenever an travel is other than by the shortest route, an explanation must be provided. Mileage shall be based on recorded by odometer readings or may be determined from Mileage Guide - Iowa or the Mileage Guide - Out-of-State.</p>	No
Parking	Actual expense.	Yes, if \$75 or more.
Personal Grooming Items	Not reimbursable.	N/A
Taxis, Cabs, Buses, Airport Shuttles, Subways	Actual expense including tip. Not to be used solely for going to dinner.	No
Tolls	Actual expense. Receipts often are not given.	No