

AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 14th day of September in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:

Cedar Falls Community School District
1002 West First Street
Cedar Falls, IA 50613

and the Consultant:

Resources Sales, LLC dba Resource
4725 Private Road 2001
Pierce City, MO 65723

Consultant's discipline:

Building Envelope Commissioning - BECx

for the following Project:

Cedar Falls High School

The Owner and Consultant agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

See attached Proposal as Exhibit A from Consultant dated August 28, 2020.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007, General Conditions of the Contract for Construction.

(Paragraphs deleted)

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

Per Exhibit A Consultant's Proposal and Scope of Services.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services in an expeditious and economical manner consistent with the interests of the Owner and consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

Jeff Neumeier.

The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for one year after Final Acceptance of the Work as per Exhibit B-- Consultant's Certificate of Insurance.

§ 2.7.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 All deductibles and premiums associated with the above coverages shall be the responsibility of the Consultant. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. All Consultants engaged shall carry and maintain sufficient insurance that is appropriate to the project. The Consultants shall submit proof of such insurance, including copies of all policies and endorsements, to the Owner before submittal of the first invoice. The Consultant will provide written notice to the Owner at least thirty (30) days prior to any cancellation or nonrenewal of the policies for a period of two (2) years from the date of this Agreement. The Consultant shall present a certificate at the end of the Project with the final

billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance.

.1 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

“The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims and not subject to the defense of governmental immunity under Iowa Code Section 670.”

.2 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

“The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity available to the school district under Iowa Code Section 670 as it now exists or may be amended from time to time.”

§ 2.8 Time. As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner’s approval, a schedule for the performance of the Consultant’s Services, which shall be consistent with anticipated schedule of services provided in the Consultants proposal dated August 28, 2020. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner’s written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner’s behalf with respect to the Project.

Dr. Andy Pattee or designee as authorized by the Board of Directors.

§ 4.3 The Owner shall render decisions and approve the Consultant’s submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant’s services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant’s services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant demonstrates to the satisfaction of the Owner that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services. However, Owner shall not be responsible for or expected to conduct a detailed or thorough review or inspection of the Project or the Consultant's documents.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 The Owner acknowledges the Consultant's drawings, specifications, Commissioning reports/plans and other documents produced and provided under this Agreement, regardless of the media or format, are Instruments of Service. Nevertheless, the final Instruments of Service prepared and provided by Consultant under this Agreement shall become the property of the Owner upon completion of the services and termination of this Agreement, whether the Work for which they are made is executed or not, if payment in full of all monies then due to the Consultant prior to completion or termination have been made by the Owner. The Owner reserves the right to use the Instruments of Service developed for the Project in such a manner as the Owner may desire, subject to the provisions herein. The Consultant shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project. The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Consultant will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Consultant. Unless otherwise provided in this Agreement, nothing contained herein shall be construed as in derogation of the Consultant's copyright rights.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, the same scope of waivers in favor of the other parties enumerated herein.

§ 6.1.3 Intentionally left blank.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation upon mutual agreement of the parties.

§ 6.2.2 The Owner and Consultant shall endeavor in good faith to resolve claims, disputes, and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation (mediation) which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Consultant are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be through litigation in a court of competent jurisdiction.

§ 6.2.5 The Consultant or Owner, as appropriate, shall include a similar mediation provision in all its agreements with contractors and Consultants retained for the Project and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the Project,

thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

§ 6.3 Intentionally left blank.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Consultant for the Consultant's substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for reasonable and documented expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed upon by the parties.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 7.7 Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated on an agreed date before the end of the Agreement period without penalty to either party

§ 7.8 The Owner and Architect's rights set forth in this Article 7 are in addition to and without prejudice to their other rights and remedies provided by law.

§ 7.9 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Article 5, Article 6, Article 7 and Article 10.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

Base Commissioning Fee	\$ 106,845.00
------------------------	---------------

- Additional site visits available upon request - \$1,885.00 (per visit)
- Base Fee includes all other direct and reimbursable costs.

§ 8.2 The Owner shall compensate the Consultant for Additional Services, not otherwise outlined above in Section 8.1 that may arise during the course of the Project, and are approved in advance by the Owner, as follows:

\$175.00 per hour.

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate established by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573, whichever is less.

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Intentionally left blank.

§ 8.6.1 Records of services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the laws of the State of Iowa. Any claim arising out of this Agreement shall be heard in the Iowa District Court for Black Hawk County.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least fourteen (14) days prior to the requested dates of execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

1. Consultant and any subconsultants shall indemnify and hold Owner and its officers, employees and successors, harmless from and against all damages, losses, judgments and costs, including reasonable attorney's fees and

expenses, to the extent they arise from Consultant's negligent acts, errors or omissions in the performance of its services. Consultant's liability arising from this Agreement shall be limited to One Million Dollars (\$1,000,000) or the amount of Consultant's available insurance coverage at the time of settlement or judgment, whichever is greater.

2. The Consultant (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Consultant shall not permit an employee, subconsultant (Company) owned, operated, or managed by, or subconsultant's employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. By execution of this Agreement, the Consultant further acknowledges and certifies services provided under this Contract comply with Iowa Code 692A.113.

3. If a lawsuit, action, or arbitration is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party as adjudged by the court and/or arbitrator of competent jurisdiction, shall be entitled to recover from the non-prevailing party attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal, as adjudged by a court or arbitrator of competent jurisdiction.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the 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 Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant.
- .2 Scope of Services Exhibit(s) listed in section 2.1
- .3 Other documents:
Exhibit A Proposal from Consultant dated August 28, 2020
Exhibit B Certificate of Insurance

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jeff Hassman, Board President
Cedar Falls Community School District

(Printed name and title)

CONSULTANT (Signature)

Jeff Neumeier
Resource Sales, LLC dba Resource

(Printed name and title)

01765597



RESOURCE

BUILDING ENVELOPE SPECIALISTS



Building Envelope Commissioning Services Proposal

Cedar Falls High School

Revised 08-28-2020 as per request

Building Envelope Consulting • Building Envelope Commissioning
Visual Construction Observation • Life-Cycle Management • Infrared Thermal Imaging
Forensic Leak Investigations • Litigation Support

Table of Contents

Section	Page
A. Letter of Introduction	1
B. Organization & Overview	2
C. Statement of Qualifications	3
D. CV - Principal: Jeff Neumeier	4-5
E. Management Approach to BECx	6
F. Sample Inspection & Testing Matrix	7
G. Relevant Project Experience	8-14
H. Professional References	15-16
I. Proposed Activity & Fee Schedule	17
J. Certificate of Insurance	18





August 28, 2020

Rick Gersema – Director of Buildings and Grounds
Cedar Falls Community School District
1002 West First Street
Cedar Falls, Iowa 50613

Re: Letter of Introduction - BECx Services; Cedar Falls High School
Revision 1 per request

Mr. Gersema,

We appreciate the opportunity to provide Building Envelope Commissioning services for the new Cedar Falls High School. It would be our pleasure to collaborate on this project, and be an advocate for the Owner.

Resource proposes that the Building Envelope Commissioning (BECx) Services include building envelope consulting services specifically during the design, construction, acceptance, and occupancy phases of this project. These services shall include those typical to BECx, consistent with ASTM E2813, and NIBS 3-2012 as standards of care.

Our staff is trained, experienced, and knowledgeable in the process of building envelope commissioning. They maintain the necessary architectural and building science knowledge of the design, systems, performance, and construction related to the building envelope.

Further, our staff personally possess extensive and successful experience in the BECx of higher education facilities and healthcare facilities at Iowa State University and University of Iowa campuses, in addition to numerous other projects in the region. This experience demonstrates collaborative, innovative problem solving while identifying and troubleshooting solutions for non-conforming work pertaining to materials, systems, and assemblies that create the control barriers and separation between environmentally distinct spaces.

We are confident the design team will identify sustainable building strategies that will be incorporated into the project. Our staff has been involved in one LEED Platinum project, at least six Gold projects, and several Silver projects. Jeff Neumeier, our BECxA, has over thirteen years of building envelope experience in Iowa, and has acted as the primary commissioning authority for several science/laboratory buildings, numerous classroom or office buildings, and at other projects of comparable complexity, as well as many other projects, and confidential design build projects across the region.

Currently Resource operates under a BECx Indefinite Scope contract at Iowa State University. Additionally, we are the University of Iowa's BECx provider for the Stanley Museum of Art and have provided BECx services for the last five major UI projects. We have several smaller clients and confidential projects, but have ample capacity for additional workload. The addition of this project would allow us to capitalize on synergistic opportunities as we are regularly in the area.

We appreciate your consideration of our services. The enclosed materials will demonstrate to you that our firm is well suited to your needs, and that will be an excellent fit to your already outstanding team.

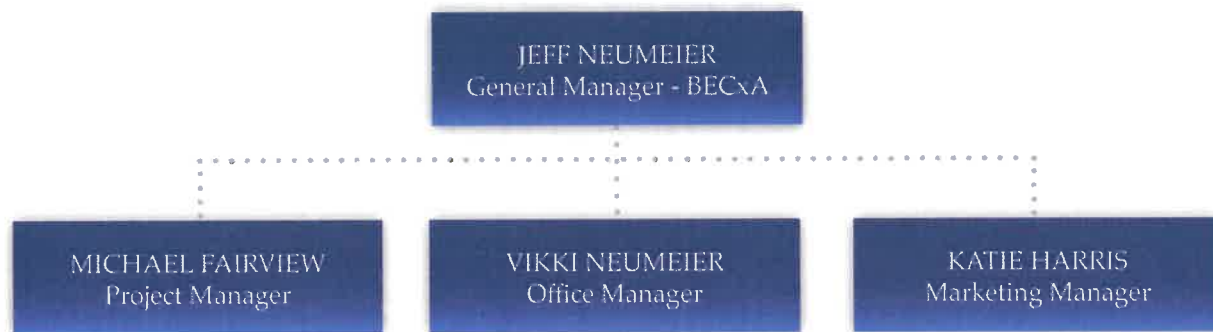
Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Neumeier', is written over a light blue circular stamp.

Jeff Neumeier; BECxP, RRO
General Manager



ORGANIZATION AND OVERVIEW



Firm Overview

FIRM VALUES

Responsive
Flexible
Detailed
Innovative

VISION

To ensure our Clients receive the finest third party building envelope consulting services by remaining responsive and flexible.

CULTURE

Our firm admires and promotes innovative problem solving, strong work ethics, and a positive atmosphere of personal and business growth.

PROJECT TYPES

Higher Education
Data Center
Laboratory
Healthcare
K-12 Education
Religious
Industrial
Sports/ Recreation
Hospitality



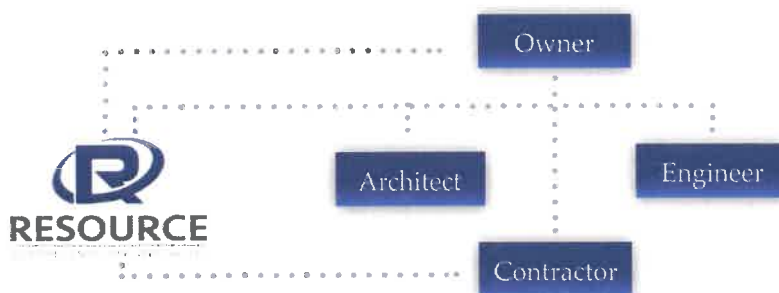
Introduction

Resource provides personalized building envelope consulting and commissioning services for building owners, facility managers, architects, and general contractors. Our staff's experience providing building envelope consulting, commissioning, and forensic analysis has given us insight into problems commonly associated with the average building envelope.

We have helped navigate complicated end user requests, dramatically improved design documents, and fully vetted and verified the installation of materials in the field.

Being a small yet highly participatory firm, we are able to provide our Clients with personalized attention. We offer innovative and constructible solutions to their building envelope challenges.

The mission of Resource is to be the most responsive and flexible building envelope consulting firm in the area, not the largest. To that end, we retain a small well trained staff, keep overhead low, market strategically, cultivate repeat clients, and restrict our territory. This will provide surety to our longevity.



Our positioning as independent, third party building envelope specialists creates a beneficial project dynamic. We are to focus on our core competency, ensuring each aspect of the project that impacts the building envelope is reviewed, inspected, documented and verified. Thus we are able to provide our client with the best service possible.

Industry experience with this model has proven efficient, durable, and functionally sound, building envelopes that have fewer callbacks and greater end-user comfort.



STATEMENT OF QUALIFICATIONS

Resource's Principal and General Manager - Jeff Neumeier - has served as the Building Envelope Commissioning Authority (BECxA) and/or Primary Envelope Consultant on a multitude of projects, and provided numerous forensic investigations. Our firm has provided services for clients across the state of Iowa as well neighboring Missouri, Nebraska, Kansas, Tennessee, Oklahoma, Colorado, Texas, and Arkansas.

BECxA Core Competencies

As referenced in ASTM E2813, Section 4.2, core competencies include at a minimum, demonstrated knowledge of the:

- (1) Principles associated with heat transfer via conduction, convection, radiation, and air infiltration/exfiltration;
- (2) Principles associated with moisture storage and transport via gravity, diffusion, convection, capillary action, absorbed flow, and osmosis; and
- (3) Characteristics and behavior of enclosure-related materials, components, systems, and assemblies when specified for a given application, geographic region, location, exposure, or climate, and corresponding influence on workability, durability, serviceability, performance, and anticipated service-life."

Extensive Experience

Jeff Neumeier has served as the Building Envelope Commissioning Authority (BECxA) and/ or Primary Envelope Consultant on countless projects since 2007.

Michael Fairview has considerable experience installing envelope systems and managing general construction activities.

During that time, they have reviewed, inspected, and/or tested over ten million square feet of roof, and exponentially more air barrier, under slab vapor barrier, waterproofing, cladding, and glazing systems. This includes not only new construction, but also forensic leak investigations and remodels.

Jeff Neumeier has been personally responsible for the creation, implementation, and documentation, of numerous BECx programs on projects at both the University of Iowa and Iowa State University campuses, as well as across the United States.

Accreditations

Our firm has extensive training and experience in the practical application of the science of building envelope. The following are some of the certifications our BECxA retains, and organizations we are affiliated with:

Qualified Commissioning Process Provider QCxP, University of Wisconsin-Madison
Registered Roof Observer, RRO, IIBEC
Quality Assurance Observer, IIBEC
Level I Infrared Thermographer
Certified Third Party Inspector, Waterproofing and Air Barrier Systems, W.R. Grace/GCP
Certified Third Party Inspector - Waterproofing Systems, CETCO
BEC-Iowa: Building Enclosure Council Iowa Chapter
International Institute of Building Enclosure Consultants (IIBEC)
National Roofing Contractors Association (NRCA)

Servicing the Market

As a private pilot and aircraft owner, Jeff Neumeier can be extremely responsive, and cover our market more effectively than by automobile alone.

By utilizing effective scheduling and clear communication, as well as being selective about our client base and project locations, we will prevent ourselves from becoming over-committed.

Resource professionals, while certified building envelope consultants, are not engineers or architects, and therefore make no claim to be licensed design professionals. This document is confidential and may be legally privileged. Any dissemination, distribution, or copying of this communication, in any form, outside the organization of intended receipt is not authorized, and may be prohibited by the Electronic Communications Privacy Act, 18 U.S.C. SS2510-2521.



JEFF NEUMEIER

RELEVANT EXPERIENCE

General Manager/Owner - RESOURCE

2014-Present

- In 2014 RESOURCE was formed to provide building envelope consulting individualized to the Clients' needs. Our mission is to be the most responsive, effective building envelope consulting firm; not the largest.

- We recognize that every Client has particular needs, and we are committed to remaining flexible while providing solutions for the effective design, implementation, or remediation of the building envelope. Our firm specializes in a hands-on, personalized approach which offers configurations that are practical and constructable.

- www.resource-llc.com

Operations Manager - KIDENT, Inc.

2007-2014

- KIDENT, Inc. "is a small group of innovative building envelope specialists who together solve some of the most complex and challenging building envelope issues in the industry." - www.kdentinc.com

- In addition to providing project specific building envelope consulting and commissioning services, as Operations Manager, Jeff oversaw the general business operations regarding field operations, testing, inspections, proposals, client relations, and other quality assurance measures ensuring that the client expectations were consistently exceeded.

- Jeff collaborated with the Owner to build the organization; expand its market and service offerings, design customer specific programs, train employees, and a multitude of other duties too numerous to mention.

- Initially in 2007, Jeff also managed a sister company, S&C Fabrication. This company was a job shop for the fabrication of aluminum storefront and curtain wall systems.

SUMMARY

Jeff's experience, reputation, and references will confirm that he possess the following:

- Absolute personal integrity and work ethic
- Demonstrate problem solving skills
- Entrepreneurial spirit
- Ability and desire to develop new skills
- Effective leadership and communication skills
- Commitment to collaborative success
- Dedication to exceeding customer expectations

CONTACT INFO

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EDUCATION

1987-1991
University of Arkansas – Fayetteville
Bachelors of Science
Business Administration H.R. Management

CERTIFICATIONS/ACCREDITATIONS

Registered Roof Observer – IIBEC
Building Envelope Commissioning
Process Provider
Certified Third Party Warranty Inspector
(W.R. Grace & CETCO)
ASNT Compliant, Certified Level I
Infrared Thermographer
Licensed Private Pilot and Aircraft Owner
with over 3800 hrs of Pilot in Command
Every year Jeff attends numerous
continuing education events to further
his knowledge and to provide greater
depth of service to the client.

MEMBERSHIPS

IIBEC – International Institute of
Building Enclosure Consultants
NRCA - National Roofing Contractors
Association
BEC-Iowa: Building Enclosure
Council Iowa Chapter





THE UNIVERSITY
WISCONSIN
MADISON

*The College of Engineering and the Department of
Engineering Professional Development proudly presents to*

Jeff Neumeier

this certificate for successfully completing all of the requirements for

**Certification as Accredited
Qualified Commissioning
Process Provider**
with the designation as

QCP or QCxP

on
June 12, 2010

Philip R. O'Leary
Philip R. O'Leary, Chair of the Certification Committee

Charles E. Dorgan
Charles E. Dorgan, Certification Member

Joy E. Altwerdt
Joy E. Altwerdt, Committee Member

David R. Soens
David R. Soens, Committee Member

This certification is valid for five years from the date listed above, where upon an additional five-year certification will be provided after requirements for re-certification are satisfied.
QCP and QCxP are Service Marks of the University of Wisconsin-Madison

MANAGEMENT APPROACH TO BECx

We recognize that every Client has particular needs, and we are committed to remaining flexible while providing solutions for the effective design, implementation, or remediation of the building envelope. Our firm specializes in a hands-on, personalized approach which offers configurations that are practical and constructible. NIBS Guideline 3-2012, ASHRAE 90.1, ASTM E2813, and the Client Design Guidelines are our reference standards.

On each Resource project, one individual is assigned as the BECxA to coordinate and manage the design, construction, and occupancy commissioning deliverables of the project. There are no hand-offs as the project progresses. From inception to completion, the BECxA coordinates the various commissioning activities to ensure that the services meet the client's goals and expectations. All reviews and reporting are provided final scrutiny by the BECxA to ensure consistent delivery by the firm. Working as one team under the direction BECxA, we are able to control costs, quality, scope, and schedule of commissioning activities, ensuring successful scope delivery. Our personal record of satisfied clients demonstrates our ability to routinely accomplish these goals.

BEcx Program implementation during design includes the typical OPR formulation, development of the BECx specification, sample checklists, construction schedule items, matrices, and related deliverables. For this phase, we not only draw on our reference standards, but from our experience on similar projects. Additionally, we utilize a two step review process for the each document review and back-check. An initial review is performed by a Project Manager, followed by a critical review by the BECxA.

During the construction phase, we provide or approve installation and QA / QC checklists, review construction schedule items, refine testing and inspection matrices, and related deliverables. Our goal is to ensure a realistic and achievable program which garners contractor support.

We continue to utilize a two step review and verification process for submittals and other document reviews. This extends to final review of observation reports and testing reports. Even when the BECxA performs the primary review or site visit, the secondary Project Manager performs a supplementary review of the documentation prior to final BECxA review. This provides for internal checks and balances, while keeping multiple team members fully engaged in the project.

Resource typically performs standard "Owner Supplied" field testing designated to be performed under the scope of the BECxA. See the attached BECx Testing Matrix as reference. Such as AAMA 501.2, ASTM E1105 & E783. We do not sub-contract this type of testing. Additionally, we witness and document any installer or contractor provided testing. If large scale dynamic testing were determined to be necessary for a project, we believe this type of testing is best suited for laboratory conditions and/or should be provided by the General Contractor.

When performing on-site observations and testing, personnel are equipped with electronic tablets enabled with customized software, digital copies of pertinent contract document drawings and specifications, BECx standards, assembly submittals, and BECx checklists. This allows for immediate transfer of critical information within our firm, and provides for clear communication of all issues for thorough follow-up.

Site review visits are made regularly during first works/mockup installations and in-situ construction of the key Building Envelope assemblies. The project specifications, and BECx checklists agreed upon during the pre-installation conferences are considered the minimum performance standard. Concerns noted during site visits are communicated verbally to the Contractor prior to Resource leaving the project site, and placed onto the BECx Issues Log.

The visits and Issues Log are reviewed during monthly BECx progress meetings, thus providing timely feedback and immediate "lessons learned" for the remainder of the installations. Resource prides ourselves on facilitating an OAC team approach to resolution of construction errors and the rare design oversight.

During the operations/occupancy phase, the BECx team provides the documentation necessary to substantiate the actives for the contract documents and LEED if applicable. Additionally, the Client facilities management staff are instructed on the appropriate preventative maintenance care and inspection frequency of the building enclosure assemblies. This phase also includes a "ten month" warranty review and a seasonally appropriate infrared thermal imaging survey to identify potential concerns and warranty related issues which may have developed since occupancy.



SAMPLE BECx INSPECTION & TESTING MATRIX

BECx Inspection & Testing Matrix

Component or Assembly	Sampling Rate	Testing Standard Guideline	Responsibility	
			BECxA	Contractor
Note that Testing shall only be permitted or conducted when temperatures are 40°F or higher.				
Under slab vapor barrier (033000)	100% Visual Inspection prior to concrete placement		X	X
Manufacturer's Stone Masonry (047300)	100% Visual Inspection and In-Process Evaluation		X	X
Fluid Applied Waterproofing (071400)	Periodic mil thickness verification	ASTM D4414	X	
	Very fluid applied coating thickness once per 100 square feet.	ASTM D4414		X
	100% Visual Inspection and witness testing		X	X
Insulation (072100)	100% Visual Inspection		X	X
Insulative Coating (072480)	100% Visual Inspection		X	X
Weather Barriers (072500)	100% Visual Inspection		X	X
	Very fluid applied coating thickness once per 100 square feet.	ASTM D4414		X
	Periodic mil thickness verification	ASTM D4414	X	
	Conduct air leakage tests at each installation area where a penetration exists. Test a minimum of one (1) mockup penetration and one (1) project penetration (Small Chamber)	ASTM E1186	X	
Exterior Metal Panels (074213, 074213.13)	100% Visual Inspection		X	X
Roof Systems (075300, 076200, 077200)	Periodic Visual Construction Observation	FM1-52	X	X
	100% Visual Inspection of Completed Installations		X	X
	Thermal Imaging	ASTM C1153	X	
Exterior Joint Sealants (079200)	100% Visual Inspection		X	X
	Five (5) pull per first 1000 lineal feet of sealant	ASTM C1193	X	
	Minimum of one pull test per elevation, per floor.	ASTM C1193	X	
Hollow Metal Doors (081113)	100% Visual Inspection		X	X
Fenestrations (084313, 084413, 088000)	100% Visual Inspection		X	X
	Test two units per floor, per elevation.	AAMA 501.2	X	X



RELEVANT PROJECT EXPERIENCE



Biosciences Facilities - Bessey Hall Addition

LOCATION

Iowa State University
Ames, Iowa

SUMMARY DESCRIPTION

The Bessey Hall Addition is a 63,000 gross square foot building designed to reflect Iowa State University's commitment to being a leader in biosciences and teaching innovation. The Bessey Hall Addition is a four story structure that will be attached to the east side of existing Bessey Hall, located at the corner of Osborn Drive and Farmhouse Lane. This addition allows expansive views east to Farmhouse Lane and other areas of the beautiful ISU campus. The building's mass provides deference to adjacent structures, architectural markers, and the central core of the campus at-large.

SERVICES

During design, RESOURCE provided design phase consulting, detail support, and specification input for all exterior building envelope systems.

They also provided enhanced building envelope commissioning during the construction phase including: (1) Final design review; (2) Submittal review and coordination; (3) Quality assurance inspections for all building envelope system installation for divisions 3-8; (4) Quality control testing of all building envelope system installation for divisions 3-8; (5) On site mock-up coordination, QA inspections, and QC testing; (6) Thermal imaging analysis of the building enclosure.

Non-compliant items related to roof, wall, and curtain wall installation were identified and corrected as part of the BECx process, resulting in a more fully integrated enclosure.

DATE COMPLETED

Completed 2017

CONSTRUCTION COST

\$28,000,000

PROJECT TYPE

Biosciences Facility

CLIENT REFERENCE

Rob Ebel
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rob.ebel@drake.edu

Mark T. Grief
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mgrief@iastate.edu

TEAM MEMBER(S) INVOLVED

Jeff Neumeier - BECxA
Mike Fairview - Project Manager

LEED

Silver

ARCHITECT

HDR/ Rohrbach Associates PC

CONTRACTOR

Weitz Company



RELEVANT PROJECT EXPERIENCE



Sports Performance Center & Jack Trice Stadium Improvements North

LOCATION

Iowa State University
Ames, Iowa

SUMMARY DESCRIPTION

The project will encompass the construction of a 110,000-square foot, sports performance center and a new lighted plaza outside the north entrance to MidAmerican Energy Field at Jack Trice Stadium. four-story facility connected to the Bergstrom Football Complex that will include a 20,000-square foot academic and student services center, dining facilities and a sports nutrition center for all student-athletes. The football team's facility will be expanded and renovated – including nearly 20,000-square feet of additional locker room, team lounges, additional offices and gathering spaces.

SERVICES

During final design, RESOURCE provided design phase consulting, detail support, and specification input for all exterior building envelope systems.

They are also providing enhanced building envelope commissioning during the construction phase including: (1) Final design review; (2) Submittal review and coordination; (3) Quality assurance inspections for all building envelope system installation for divisions 3-8; (4) Quality control testing of all building envelope system installation for divisions 3-8; (5) On site mock-up coordination, QA inspections, and QC testing; (6) Thermal imaging analysis of the building enclosure.

Non-compliant items related to roof, wall, and curtain wall installation were identified and corrected as part of the BECx process, resulting in a more fully integrated enclosure.

DATE COMPLETED

Under Construction

CONSTRUCTION COST

\$45,000,000

PROJECT TYPE

Public Venue, Sports Complex

CLIENT REFERENCE

Renee Fleming
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Jon Harvey
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TEAM MEMBER(S) INVOLVED

Jeff Neumeier - BECxA
Mike Fairview - Project Manager

LEED

Gold anticipated

ARCHITECT

Substance Architecture

CONTRACTOR

Neumann Brothers



RELEVANT PROJECT EXPERIENCE



Seamans Center for Engineering Arts and Sciences - South Annex Addition

LOCATION

University of Iowa
Iowa City, Iowa

SUMMARY DESCRIPTION

The new Seamans Center for the Engineering Arts and Sciences - South Annex Addition will be a 66,000 square foot, five story addition to the existing structure comprised of a two-story connecting lobby and a 3 story elevated bar serving a range of engineering research, academic support, and classroom functions. The connecting lobby element provides a unifying entrance for the facility in the area currently occupied by the John Deere Courtyard. This main entrance lobby provides a corridor connection at level three and also provides for an accessible route by means of an elevator to the first floor grade level of the existing facility. The roof of this new lobby will include a vegetated "green" roofing technology.

SERVICES

During design, RESOURCE provided design phase consulting, detail support, and specification input for all exterior building envelope systems.

They also provided enhanced building envelope commissioning during the construction phase including: (1) Final design review; (2) Submittal review and coordination; (3) Quality assurance inspections for all building envelope system installation for divisions 3-8; (4) Quality control testing of all building envelope system installation for divisions 3-8; (5) On site mock-up coordination, QA inspections, and QC testing; (6) Thermal imaging analysis of the building enclosure.

Non-compliant items related to roof, wall, and curtain wall installation were identified and corrected as part of the BECx process, resulting in a more fully integrated enclosure.

DATE COMPLETED

Completed 2017

CONSTRUCTION COST

\$25,100,000

PROJECT TYPE

Engineering Classrooms

CLIENT REFERENCE

Jennifer Hoffman

319-384-0877

jennifer-l-hoffman@uiowa.edu

Brian Keating

319-353-2279

brian-keating@uiowa.edu

TEAM MEMBER(S) INVOLVED

Jeff Neumeier - BECxA

Mike Fairview - Project Manager

LEED

Gold

ARCHITECT

BNIM

CONTRACTOR

Knutson Construction



RELEVANT PROJECT EXPERIENCE



College of Pharmacy Building

LOCATION

University of Iowa
Iowa City, Iowa

SUMMARY DESCRIPTION

A new College of Pharmacy Building, constructed on the site of the existing Quadrangle Residence Hall. The new building will contain laboratory, classroom and communal spaces as well as three alternates; fit out of UIP manufacturing area, expansion of the basement and a roof plaza.

The new 170,000 square foot building will feature state-of-the-art laboratories, community areas, and a total of 23 different learning spaces including classrooms, study rooms, and a team-based learning center that will seat 128 people.

Project is seeking LEED v3 certification, with Enhanced Commissioning and Innovation and Design credit for Building Envelope Commissioning.

SERVICES

The primary role of Resource is to develop and coordinate the execution of a quality assurance plan pertaining to the materials, systems, and assemblies that provide shelter and environmental separation between environmentally distinct spaces (both internal and external), observe and document performance, and determine whether systems are functioning in accordance with the Owner's Project Requirements and the intent of the Bid Documents.

Additionally, Resource will actively assist the Contractor, Installer, and Design Professional in developing solutions to non-conforming work, or unforeseen design conflicts.

On this project, Resource was retained solely for Construction, Acceptance, and Occupancy phase BECx.

DATE COMPLETED

Completed 2019

CONSTRUCTION COST

\$70,808,000

PROJECT TYPE

Lab / Classroom

CLIENT REFERENCE

Krista Scranton
319-400-9022
krista-scranton@uiowa.edu

TEAM MEMBER(S) INVOLVED

Jeff Neumeier - BECx
Michael Fairview - Project Manager

LEED

Gold anticipated

ARCHITECT

OPN

CONTRACTOR

Miron Construction



RELEVANT PROJECT EXPERIENCE



Psychological and Brain Sciences Building

LOCATION

University of Iowa
Iowa City, Iowa

SUMMARY DESCRIPTION

Psychological and Brain Sciences Building consists of an addition of 63,930 gross square feet at the corner of Iowa Avenue and Gilbert Street. The building provides direct connections to the existing Psychology Department facilities in Spence Labs and will be the new front door of the Psychology Department.

Curtain wall fenestration elements, as well as a terracotta panel rain screen system on a metal stud backup wall will complement the adjacent precast and brick on Spence Labs as well as the brick and stone on Seashore Hall.

The new building contains a department administration suite, 11 Psychology research labs, 30 faculty offices, general assignment classrooms and informal spaces for student and faculty interaction and collaboration.

SERVICES

The primary role of Resource was to develop and coordinate the execution of a quality assurance plan pertaining to the materials, systems, and assemblies that provide shelter and environmental separation between environmentally distinct spaces (both internal and external), observe and document performance, and determine whether systems are functioning in accordance with the Owner’s Project Requirements and the Bid Documents.

Additionally, Resource actively assisted the Contractor, Installer, and Design Professional in developing solutions to non-conforming work, or unforeseen design conflicts.

DATE COMPLETED
Completed 2019

CONSTRUCTION COST
\$ 24,800,000

PROJECT TYPE
Lab / Classroom

CLIENT REFERENCE
Jennifer Hoffman
319-384-0877
jennifer-hoffman@uiowa.edu

Brian Keating
319-353-2279
briankeating@uiowa.edu

TEAM MEMBER(S) INVOLVED
Jeff Neumeier - BECxA
Michael Fairview - Project Manager

LEED
Certification not pursued

ARCHITECT
BNIM

CONTRACTOR
Knutson Construction



RELEVANT PROJECT EXPERIENCE



Stanley Museum of Art

LOCATION

University of Iowa
Iowa City, Iowa

SUMMARY DESCRIPTION

The University of Iowa Stanley Museum of Art will be an over 60,000 square foot new building. The three story building, with partial below-grade parking, will be located south of the Main Library, west of Gibson Square. The brick and glass building will include an art designated loading dock, general use loading dock, back of house support space and art lounge on the first floor. A three story exposed light well is located between the grand stairs and passenger elevators. Art galleries will be located on second floor; offices, meeting rooms and collection storage will be on third floor. Interior conservatory spaces are included as part of the building envelope control barriers.

SERVICES

The primary role of Resource is to develop and coordinate the execution of a quality assurance plan pertaining to the materials, systems, and assemblies that provide shelter and environmental separation between environmentally distinct spaces (both internal and external), observe and document performance, and determine whether systems are functioning in accordance with the Owner's Project Requirements and the Bid Documents.

Additionally, Resource will actively assist the Contractor, Installer, and Design Professional in developing solutions to non-conforming work, or unforeseen design conflicts.

DATE COMPLETED

Under Construction

CONSTRUCTION COST

\$ 36,000,000

PROJECT TYPE

Museum

CLIENT REFERENCE

Jennifer Hoffman
319-384-0877
jennifer-hoffman@uiowa.edu

Brian Keating
319-353-2279
briankeating@uiowa.edu

TEAM MEMBER(S) INVOLVED

Jeff Neumeier - BECxA
Michael Fairview - Project Manager

LEED

Certification not pursued

ARCHITECT

BNIM

CONTRACTOR

Russell Construction



RELEVANT PROJECT EXPERIENCE



Kinnick Stadium and Paul W. Brechler Press Box - Renovation North Stands

LOCATION

University of Iowa
Iowa City, Iowa

SUMMARY DESCRIPTION

The current capacity of Kinnick Stadium is 70,585 and the existing north end zone has a seating capacity of 11,712. The proposed north end zone design will have a capacity of approximately 10,234. Therefore the total capacity of the stadium will stay close to 70,000 and within the top twenty-five of collegiate stadiums. The north end zone will contain 8,516 general admission seats, divided between the lower bowl and upper deck, 1,570 outdoor club seats at the club level, and 148 loge and premium patio patrons within the lower bowl. This mix of premium product, when added to the press box's current outdoor club, indoor club, and suites, will provide opportunities for many levels of donations for fans seeking premium amenities. Project size is 165,744 gross square feet of new construction.

SERVICES

During design, RESOURCE provided design phase consulting, detail support, and specification input for all exterior building envelope systems.

Their primary role during construction was to coordinate the execution of a quality assurance plan pertaining to the materials, systems, and assemblies that provide shelter and environmental separation between environmentally distinct spaces (both internal and external), observe and document performance, and determine whether systems are functioning in accordance with the Owner's Project Requirements and the intent of the Bid Documents.

Additionally, Resource actively assisted the Contractor, Installers, and Design Professional in developing solutions to non-conforming work, or unforeseen design conflicts, resulting in a more fully integrated enclosure.

DATE COMPLETED

Completed 2020

CONSTRUCTION COST

\$65,000,000

PROJECT TYPE

Public Venue, Sports Complex

CLIENT REFERENCE

Michael Kearns
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michael.kearns@uiowa.edu

TEAM MEMBER(S) INVOLVED

Jeff Neumeier - BECxA
Michael Fairview - Project Manager

LEED

Certification not pursued

ARCHITECT

Neumann Monson Architects

CONTRACTOR

JE Dunn Construction Co.



PROFESSIONAL REFERENCES

For each of these Clients, we have provided a variety of Building Enclosure Services ranging from forensic investigations, project scope studies, General Building Enclosure Consulting, and Building Enclosure Commissioning. Please feel free to contact any of these valued Clients.

Bruce Bonestroo - Architect III
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Wesley Gee - Architect
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Michael Kearns - AD, Capital Projects Quality Mgmt
University of Iowa - PD&C
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Jim Miller - Director of Field Operations
Henning Companies
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jmiller@webild.com





Your Building Envelope Specialists

RESOURCE was formed to provide building envelope consulting services individualized to the Clients' needs. Our mission is to be the most responsive, effective building envelope consulting firm; not the largest.

We recognize that every Client has particular needs, and we are committed to remaining flexible while providing solutions for the effective design, implementation, verification, and /or remediation of the building envelope. Our firm specializes in a hands-on, personalized approach which offers configurations that are practical and constructable.

In managing any project, we are committed to staying true to that mission. Clear, concise, and timely communication with the Client Representative is of paramount importance.

Our Service Offering is tailored to your specific need, not a "one size fits all" approach.

**Building Envelope Consulting
Building Envelope Commissioning (BECx)
Visual Construction Observation (VCO)
Life Cycle Management (LCM)
Infrared Thermal Imaging
Forensic Leak Investigations
Litigation Support**

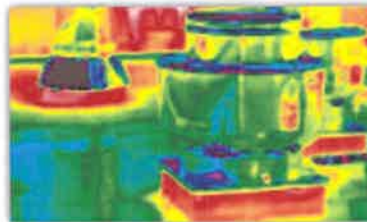
Jeff Neumeier
General Manager

(417) 489-4996
Jeff@Resource-LLC.com
www.resource-llc.com
4752 Private Road 2001
Pierce City, MO 65723

Our Relationship with Clients demonstrates our integrity, and reflects the commitment we have to the overall success of the project...

"Mr. Neumeier is our roofing / waterproofing subject matter expert. His expertise and uncommon business acumen have helped us navigate difficult customer demands, dramatically improve design documents, and fully vet and verify the installation of materials in the field; he is a true asset."

Jeff Betts
Regional Director of Field Operations
The Whiting-Turner Contracting Company



RESOURCE
BUILDING ENVELOPE SPECIALISTS

PROPOSED ACTIVITY & FEE SCHEDULE

The following table indicates the specific quantity of review hours and site visits we anticipate during this Scope of Work. Based on the provided project schedule, we anticipate executing BECx activities on a weekly basis during construction and installation of the primary building envelope assemblies.

We consider it of critical importance to maintain a consistent presence on site during construction. This helps to ensure the building envelope assemblies are installed in compliance with the Construction Documents. Note that we anticipate a total of 48 site visits, inclusive of those conducted when on site for various meetings. Additional site visits, if necessary and approved, will be invoiced at the rates listed in the table below.

Activity	Hour	Visits	Rate	Ext	Sub-Total
Design Phase					
Design Documents Review	0		\$ 175.00	\$ 0.00	
Construction Documents Review	8		\$ 175.00	\$ 1,400.00	
Final CD Review w/back-check	2		\$ 175.00	\$ 350.00	
BECx Specification Creation/Edit	1		\$ 175.00	\$ 175.00	
Testing Matrix Creation	1		\$ 175.00	\$ 175.00	
OPR Meetings		0	\$ 1,885.00	\$ 0.00	
Review Meetings	2		\$ 175.00	\$ 350.00	
Pre-Bid Meeting		0	\$ 1,885.00	\$ 0.00	\$ 2,450.00
Construction Phase					
Pre-Construction Meeting		0	\$ 1,885.00	\$ 0.00	
BECx Kick-Off Meeting		1	\$ 1,885.00	\$ 1,885.00	
Submittal, RFI, ITC Review & Comments	15		\$ 175.00	\$ 2,625.00	
BECx Construction Checklists	1		\$ 175.00	\$ 175.00	
BECx Monthly Progress Meetings		18	\$ 1,885.00	\$ 33,930.00	
BECx Coordination Meetings		2	\$ 1,885.00	\$ 3,770.00	
Pre-Installation Meetings	5		\$ 175.00	\$ 875.00	
Site Visits - Inspections & Testing		30	\$ 1,885.00	\$ 56,550.00	
Building Envelope Punch-List w/IR		1	\$ 1,885.00	\$ 1,885.00	\$ 101,695.00
Operations/Occupancy Phase					
Ten month warranty inspection w/IR		1	\$ 1,950.00	\$ 1,950.00	
Clerical and BECx Documentation	10		\$ 75.00	\$ 750.00	\$ 2,700.00
TOTAL					\$ 106,845.00

We believe that quality service and commitment to the Client should be reflected in reasonable and consistent fees. At Resource, when we determine the total cost of BECx fees for typical projects, we first refer to two relevant industry related sources: NIBS 3-2012 Guideline and Lawrence Berkeley National Laboratory study in 2013.

NIBS 3-2012 Guideline suggests a rate of approximately .002 of the construction costs for BECx fees. If selected, we anticipate our total fees for BECx to be near 50% of that when compared to the published construction costs of \$90,000,000.

A Lawrence Berkeley National Laboratory study in 2013 found the cost of BECx for new construction to average \$1.16/sf. If selected, we anticipate our total fees for BECx to 50% of that figure, at approximately \$0.35/sf.

Note we do not seek reimbursable expenses. Our fees are inclusive of typical travel and business related expenses, excluding lifts and other access equipment.

	Fee Amount in \$'s	Fee Amount as %
Design Phase	2450.00	2.3%
Construction Phase	101695.00	95.2%
Operations/Occupancy Phase	2700.00	2.5%
Total	106845.00	100.0%





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2020

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 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: Terry Smith
McNair & Associates	PHONE (A/C No. Ext): (479) 521-7800
P O Box 819	FAX (A/C No.): (479) 521-8617
Fayetteville, AR 7202-0819	E-MAIL ADDRESS: terrys@mcnairandassociates.com
INSURED	INSURER(S) AFFORDING COVERAGE
Resource Sales LLC,	INSURER A: Evanston Ins Co
DBA: Resource	INSURER B: Starstone National Insurance Co
4752 Private Rd 2001	INSURER C: Valley Forge Insurance Co
Pierce City MO 65723	INSURER D: Lloyds London
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 20-21 Policy Liability 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	3AA376884	1/20/2020	1/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ excluded
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3AA376884	1/20/2020	1/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			84875L205ALI	1/20/2020	1/20/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC6012115839	1/20/2020	1/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			000000171426V	1/20/2020	1/20/2021	Per Claim 2,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

Mark McNair/MARK

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INS025 (2014/01)

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RESOURCE

BUILDING ENVELOPE SPECIALISTS

4752 Private Road 2001 • Pierce City, MO 65723 • 417.489.4996

WWW.RESOURCE-LLC.COM

BUILDING ENVELOPE COMMISSIONING (BECx) CONSULTING SERVICES AGREEMENT

Thank you for choosing Resource Sales, LLC dba Resource to exclusively provide Building Envelope Commissioning - BECx (the "Services") for your project - Cedar Falls High School. We are excited to work with you and the project team.

THIS AGREEMENT (the "Agreement"), is entered into on this date _____ by and between **Resource Sales, LLC dba Resource ("The Consultant")** a limited liability company, with a mailing address of: 4752 Private Road 2001, Pierce City, Missouri 65723, and; **Cedar Falls Community School District, (the "Client")** whose address is: 1002 West First Street, Cedar Falls, Iowa 50613 (collectively referred to as, the "Parties").

- I. The Client and The Consultant agree as follows:
 - A. The Services.
 1. The Consultant services shall be those as described and included in the included proposal.
 - a) Revised as of date of 08/28/2020
 - B. Client Requirements.
 1. Client agrees to the following terms for acceptance of services.
 - a) Electronically transmitted reports following each Consultant visit.
 - b) Emails or other electronic communications indicating completion of service "deliverables"
- II. Compensation and Payment.
 - A. Total fees are anticipated to not exceed One Hundred Six Thousand Eight Hundred Forth Five Dollars (\$106,845.00).
 - B. Invoices shall be submitted electronically with net due 30 days after submission.
- III. Right to cancel: The Client has the right to cancel this contract until midnight of the third (3rd) business day after it is signed and executed.
- IV. Term.
 - A. This Agreement will commence on the effective date first set forth above and will continue for a maximum period of 48 months, and then will continue on a month to month basis unless otherwise terminated by The Consultant or Client or unless otherwise agreed to by The Consultant and the Client.
- V. Termination.
 - A. This agreement may not be terminated prior to 30 days after the date shown above by either party.
 1. In the event that the Client desires to terminate the Services hereunder, the Client must submit a written request to The Consultant at least seven (7) days prior to the desired date of termination.
 2. Written requests to terminate may be made by mail or e-mail.
 3. If Client chooses to terminate this agreement in writing, all fees owed to The Consultant will be due at the standard invoice terms described above, including those future fees applicable to the phase of work in which the termination request occurs.
 4. Under no circumstances shall The Consultant provide refunds of any amount paid for past Services hereunder.
- VI. Ownership of Materials.
 - A. The Consultant shall retain the creative rights to all original materials, data, and similar items, produced by The Consultant hereunder in connection with the Services under this agreement.

- B. All services, photos, and software used by The Consultant shall at all times be the sole property of The Consultant and under no circumstances shall the Client have any interest in or rights to the title to such materials, or software.
- C. Client acknowledges that The Consultant may use and modify existing materials for Client's benefit and that Client holds no rights to such materials.

VII. Proprietary Information and Use of Materials.

- A. Except as provided elsewhere in this Agreement, all information disclosed by one Party to the other Party, shall be deemed to be confidential and proprietary ("Proprietary Information").
- B. Such Proprietary Information includes, without limitation, information regarding marketing, products, services, vendors, customer lists, customer information, operating procedures, pricing policies, strategic plans, intellectual property, information about a Party's employees and other confidential or Proprietary Information belonging to or related to a Party's affairs.
- C. The receiving Party acknowledges and agrees that in any proceeding to enforce this Agreement it will be presumed that the Proprietary Information constitutes protectable trade secrets, and that the receiving Party will bear the burden of proving that any portion of the Proprietary Information was publicly or rightfully known and disclosed by the receiving Party.
- D. The Parties, their employees, subsidiaries, affiliates, agents, and assigns agree to hold all Proprietary Information, regardless of when or how disclosed, in strict confidence and with not less than the same degree of care that they provide for their own confidential and proprietary information.
- E. The Parties warrant and represent that the degree of care contemplated herein is adequate and the Parties will take any and all steps reasonably necessary to preserve such Proprietary Information.

VIII. Nothing in this Agreement shall prohibit or limit the receiving Party's use of information that can be demonstrated as: (a) previously known to the receiving Party, (b) independently developed by the receiving Party, (c) acquired from a third party not under similar nondisclosure obligations to the disclosing Party, or (d) acquired through the public domain through no breach by the receiving Party of this Agreement.

IX. Remedies.

- A. The Parties acknowledge that the Proprietary Information exchanged is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the adversely affected Party, for which monetary damages, on their own, would be inadequate.
- B. Accordingly, the Parties agree the adversely affected Party shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of the Agreement.

X. Additional Services.

- A. All services outside the scope of this Agreement and referenced attached proposal that are requested by the Client and which The Consultant agrees to perform shall be invoiced at a rate of \$175.00 per hour or \$1,885.00 per site visit.
- B. Client will be notified and must approve in writing (email is sufficient) additional services before they will be performed.

XI. Limitation of Liability.

- A. The Consultant shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or operation interruptions caused or alleged to have been caused by the performance or nonperformance of the Services.
- B. Client agrees that, in the event The Consultant is determined to be liable for any such loss, Client's sole remedy against The Consultant is termination of the Agreement in accordance with the terms set forth in the Agreement.
- C. The Consultant is not responsible for errors which result from faulty or incomplete information supplied to The Consultant by the Client, their agents, contractors, or assigns.
- D. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties.
- E. The Consultant shall not be liable to Client for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of services, or unforeseen design challenges.

XII. Handling of Disputes.

- A. The Parties agree that any dispute regarding this Agreement, and any claim made by Client for return of monies paid to The Consultant, shall be handled in accordance with applicable State and Federal laws.

XIII.No Guarantee.

- A. The Consultant does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of The Consultant may be used as a marketing tool and shown to Client for demonstrative purposes only and should not be construed by Client as indicating any promised results or level of results.

XIV.Entire Agreement.

- A. This Agreement is the final, complete and exclusive Agreement of the Parties. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

XV. Severability.

- A. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

XVI.Headings.

- A. The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of this Agreement.

XVII.Interpretation and Enforcement.

- A. The parties understand and agree that the construction and interpretation of this Agreement is governed by the laws of the State of Iowa. In the event that either party must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of Iowa.

By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.

Client

The Consultant

Name: _____

Name: _____

Company: _____

Company: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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