



Request for Qualifications
On-Call Special Inspections, Testing, Monitoring and Geotechnical Services
Iowa City Construction Projects (2021-2022)

February 24, 2021

Summary

The City of Iowa City, Iowa (City) is soliciting submittals of qualifications from interested consultants to provide special inspection, material testing, monitoring and geotechnical services for construction projects being managed through the Iowa City Public Works Department. Submittals in response to this Request for Qualifications will be used to evaluate and rank consultants for work on a variety of Iowa City construction projects. Successful consultants will be selected based on their specific expertise as demonstrated in their response to this Request for Qualifications. The successful candidates will be utilized for contracts approved through December 31, 2022. Consultants wishing to submit qualifications shall include information as described in this Request for Qualifications. Please note that construction schedules will vary by project.

Table of Contents

Purpose and Background.....	page 2
Scope of Services.....	page 2
Minimum Qualifications	page 3
Costs.....	page 3
Schedule.....	page 3
Consultant Selection Process.....	page 3
Submittal Contents.....	page 4
Contract Documents.....	page 5
Submittal Instructions and Deadline.....	page 6
Inquiries.....	page 7
Distribution List.....	page 7
Consultant Agreement.....	Appendix A
Wage Theft Policy.....	Appendix B
Contract Compliance.....	Appendix C
Reference Form.....	Appendix D

Purpose and Background

The City of Iowa City requests submittals of qualifications from consultants to provide special inspection, material testing, monitoring and geotechnical services for Iowa City construction projects. It is the intent of the City to select consultants based on individual expertise and past performance. The qualifications submittals will be used as the basis for awarding contracts through December 31, 2022.

The City of Iowa City encourages firms and consultant teams with expertise in one or more of the specific disciplines described below to submit a response to this Request for Qualifications. Consultants are encouraged to highlight areas of specialty.

The following project categories will be considered as a part of this Request for Qualifications:

- Special Inspection – AWS CWI welding inspection, helical piers;
- Material Testing – includes concrete cylinder testing, field density testing, foundation bearing strength, various lab tests on backfill material, and proofrolls;
- Monitoring and Geotechnical Services – includes contaminated soil sampling and testing groundwater sampling, and soil borings.

Other services and fees (e.g. project management, trip charges, and other miscellaneous charges) shall be detailed in responses received to this Request for Qualifications.

Submittals received in response to this Request for Qualifications will be the basis for consultant selection over a two-year period. The City of Iowa City, at its sole discretion, reserves the right to determine the category, or categories, for which consultants will be considered based on their submittal. Information from the City's Capital Improvement Plan (CIP) can be found on the City's website at <https://www.icgov.org/budget>.

Scope of Services

The information provided in this section is not intended to comprise a detailed scope of services that will be required in a final consultant contract but is intended to provide general information to firms that choose to submit qualifications. The City will negotiate the detailed scope of services and fee with the successful firm for each project.

Services will vary per project, but could include sampling, monitoring, testing, inspection, analysis and reporting as required for each project that is being constructed. Projects include Capital Improvement Projects (CIP), site plans, subdivisions. The determined scope of services will meet the requirements of the current versions of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications, General Supplemental Specifications, and Supplemental Specifications for public improvement projects and work within the right-of-way in the City of Iowa City. Projects with federal funding will be bid and specified through the Iowa Department of Transportation with the City acting as the Project Administrator. The consultant will be expected to identify the scope needed for each individual project and to identify tasks by the SUDAS or DOT Specifications.

Certification of Special Inspections and DOT reporting may also be required, and submittals should identify experience in these areas.

Minimum Qualifications

To be considered, consultants must document the knowledge, skills, and abilities of the firm and team members. If, at the City's discretion, no consultant submissions meet the minimum qualifications for one or more categories, the City of Iowa City reserves the right to decline all submittals and proceed with another consultant selection process.

Costs

Firms participating in the consultant selection process will be responsible for all costs incurred to respond to this Request for Qualifications.

Schedule

Tentative consultant selection timeline is as follows:

- Submittals are due no later than **4:00 p.m. Central Standard Time (CST) on April 9, 2021.**
- Evaluation of submittals complete and scoring of consultants for on-call services approximately April 23, 2021.
- Award of contracts is expected based on project needs between April 2021 and December 2022.

Consultant Selection Process

The City will evaluate, score and rank submittals using the following evaluation criteria:

<u>Criteria</u>	<u>Points</u>
Qualifications and Key Personnel	50 Points
Project Approach	20 Points
Fees and Rates	20 Points
<u>References</u>	<u>10 Points</u>
<i>Submittal Maximum Points</i>	<i>100 Points</i>

Submittals will be scored and ranked in order from highest to lowest score for each category. Consultant selection for contract negotiations for specific projects will be based on the scores for the category, consultant availability, and input from the Selection Committee. Consultants may be selected for more than one category. The City reserves the right to make a final selection of a consultant for a specific project based on the combined results and/or the consensus of the Selection Committee. The City makes no guarantee that a consultant submitting qualifications will receive a contract, and contracts within a category may be limited to one or more consultant(s).

The Selection Committee consists of several members of the Engineering Division, and other City departments as needed. Submittals will be reviewed based on the submittal contents described below and evaluated based on the evaluation criteria. The firms deemed best qualified by the Selection Committee

for each category or categories will be selected for negotiations related to final project scope and fee. Should the City and Consultant not be able to reach an agreement regarding project scope and fee, the City reserves the right to negotiate with the firm determined by the City to be the next most qualified for the project.

The intent of the qualification submittal process is to allow the City to evaluate, rank, and select the most qualified firms based on the identified needs of the City. The skills, areas of expertise, and capabilities that the City believes are necessary for successful completion of the projects will be evaluated and factored into the selection process. In all cases, the City reserves the right to select consultant firms and award contracts that are in the best interests of the City. The City does not guarantee the award of any contracts and reserves the right to not award a contract for any project. The City reserves the right to consider experience(s) with consultants on past City projects in the scoring of submittals and the selection of consultants. Should a consultant fail to perform in a satisfactory manner on a current or future project, as determined by the City, the City reserves the right to eliminate the consultant from consideration for future contracts as a part of this selection process.

Consultants are responsible for errors and omissions in their submittals. No error or omission will diminish the submitter's obligations to the City. The City of Iowa City may reject any or all submissions without penalty. The City, at its discretion, may waive immaterial defects and minor irregularities in any submittal.

Submittal Contents

To standardize submittals and simplify the comparison and evaluation of responses, all submittals must be organized in the manner set forth below, separated into sections, and appropriately labeled. However, specific requirements for each section have been minimized in order to allow for flexibility for each firm to provide information they feel best conveys their qualifications. All information and materials requested shall be provided in the submittal under a single cover. The submittal length shall be limited to a maximum number of pages, based on the sections described below, not including dividers and covers. Minimum font size shall be ten (10) point.

Cover Letter – The letter should state the firm's interest in being considered for selection, pertinent information for the firm's contact person and the categories for which the firm would like to be considered. (1 page maximum)

General Firm Profile – A general description of the firm is required. Describe the general nature of services provided by the firm, the location of main and branch offices, and the number of years the firm has provided services similar to those anticipated in the categories included in the Request for Qualifications. Any sub-consultants who are expected to be a part of the team should be identified. (2 pages maximum)

Key Personnel – Provide information indicating anticipated key personnel, relationship to specific types of projects, and their positions within the firm. It is a requirement of the City that the key personnel identified during the consultant selection process will participate in and execute the project(s). Substitution of key personnel after selection will require approval by the City as project lead professionals are considered essential. Please indicate the persons possessing the licenses and certifications necessary to perform the type of work being requested. (4 pages maximum per category)

Reference Projects – A listing of reference projects shall be provided. Reference projects should be similar size and scope as those for which the consultant would like to be considered. Particular emphasis should be placed on innovative, sustainable, and cost-effective solutions. Indicate which key personnel were involved in the reference projects and their role in the reference projects. The provided information should also include the final contract costs, final construction costs, and final change order costs for each project. If the project is not yet completed/accepted, the costs may be estimated as accurately as possible. However, at least 50% of the submitted reference projects shall be completed, accepted, and include final cost information.

As a minimum, the submittal should address the following topics.

- Experience related to at least five projects relevant to the project categories.
- Experience in working with owners' staff during the construction process.

Provide a reference form (see Appendix D) for each reference project, which includes contact information for the project owner(s), the nature of the firm's scope of work on the project, and the date the contract started and ended. Reference forms do not count towards the page limit. (4 pages maximum per category)

Project Approach – A description of anticipated project approach(es), including technical and management factors that will lead to quality projects. Respondents are encouraged to use this section of the submittal to address unique understanding, knowledge and/or abilities of the firm as they apply to the project categories included in the Request for Qualifications. Competitive advantages or special capabilities of project teams should be highlighted in this section. The project approach(es) should address each category for which the firm would like to be considered and should be structured to include information related to the firm's general project approach, as well as any specialized or specific project approach information for the project categories. (2 pages maximum for general project approach, 2 additional pages maximum per category)

Billing Rates – Provide current billing rates for firm personnel, including rates of staff included in the submittal and list of common services, at a minimum. Billing rates for consultants will be locked at the rates provided for all contracts awarded through December 31, 2022. (1 page)

Conflicts of Interest – Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City. No employee or officer of the City, which includes members of the City Council and City boards and commissions, may have an interest, either direct or indirect, in any consultant agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5. Identify any relationship that has existed, or presently exists with the City of Iowa City, its staff or members of the City Council and city boards and commissions that may interfere with fair competition or may be a possible conflict of interest for either party. If no relationship has existed or does not presently exist, Consultant shall make that statement in their submittal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

Contract Documents

Consultants selected to provide engineering and design services will be required to enter into a written consultant agreement with the City of Iowa City for each individual project. A sample consultant agreement is included in Appendix A of this Request for Qualifications. In addition, selected consultants will be required to submit a completed copy of the City of Iowa City Wage Theft affidavit, included in

Appendix B, and meet the City's contract compliance requirements as included in Appendix C. Any objections to the City's agreement (Appendix A), wage theft policy (Appendix B) and/or contract compliance (Appendix C) language shall be documented in the submittal and will be considered in evaluating submittals.

All locally let projects shall utilize SUDAS specifications; projects let through the Iowa DOT shall utilize DOT and other specifications, as needed. All projects shall utilize City of Iowa City standard front ends, contract documents, and supplemental specifications.

Reservations

The City reserves the right to reject any and all submittals; waive formalities, technical requirements and/or deficiencies; or to solicit for new or additional responses it deemed to be in the best interests of the City. In addition, the City reserves the right to further negotiate with one or more firms of its choice, if such negotiations better serve the City's interest. The City reserves the right to negotiate a contract that covers all or selected parts of the proposal, key project team members, and sub-consultants.

Submittal Instructions and Deadline

Submittals may be mailed or submitted electronically.

If the submittal is mailed, it should be sent to:

City Clerk
City of Iowa City
City Hall
410 East Washington Street
Iowa City, Iowa 52240

Mailed submittals must be received by the City Clerk's office before **4:00 p.m. (CST) on Friday, April 9, 2020**. Mailed submittals should include five (5) hard copies of the submittal and a USB thumb drive, CD, or DVD containing one electronic (PDF) copy of the submittal. Mailed submittals must be sealed and clearly marked as: "On-Call Special Inspections, Testing, Monitoring and Geotechnical Services (2021-2022)."

If the submittal is delivered electronically, it should be delivered to the City's website at www.icgov.org/MaterialTestingRFQ.

Submittals delivered electronically must be complete and uploaded to the website in their entirety before **4:00 p.m. (CST) on Friday, April 9, 2020**. Submittals delivered electronically should include one (1) electronic (PDF) copy of the submittal. No hard copies will be required if submitted electronically.

Faxed submittals will not be accepted. Late submittals will not be evaluated. The City may reject any or all submittals in its sole discretion.

Inquiries

Inquiries to clarify the requirements of the Request for Qualifications must be in writing, and can be directed to Ethan Yoder. at ethan-yoder@iowa-city.org. All inquiries must be made no later than **Friday, April 2, 2021**. All questions received, including responses, will be posted to the City's website at www.icgov.org/MaterialTestingRFQ..

Requests for meetings with individual consultants will not be accepted.

Distribution List

Braun Intertec Corporation

TEAM Services

Terracon

Shive-Hattery, Inc.

Appendix A

Consultant Agreement

This Agreement, made and entered into this _____ day of _____, _____, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and _____, of _____, hereinafter referred to as the Consultant.

Brief Project Description Beginning with "Whereas"

Now Therefore, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. Scope of Services

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

Describe Scope of Services

II. Time of Completion

The Consultant shall complete the following phases of the Project in accordance with the schedule shown.

Present Schedule of Services

III. Compensation for Services

Describe Compensation

IV. General Terms

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
 - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "not-to-exceed" amount listed in Section III. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.
- I. The Consultant agrees to furnish all reports, specifications, and drawings with the seal of a licensed professional as required by Iowa law.
- J. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- L. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.
- M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.
- N. Upon signing this Agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City,

and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this Agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.

O. Indemnification

1. To the full extent permitted by law, Consultant agrees to defend, indemnify, and hold harmless the City against any and all claims, demands, suits, loss, expenses, including attorney's fees, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant's negligent acts, errors or omissions in performing the work and/or services provided by Consultant to the City pursuant to the provisions of this Agreement.
2. Consultant assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the work and/or services provided by Consultant to the City pursuant to this Agreement, and agrees to pay the City for all damages caused to the City's premises resulting from the negligent acts, errors or omissions of Consultant.
3. The Consultant's obligation to indemnify the City shall not include the obligation to indemnify, hold harmless, or defend the City against liability, claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the City.
4. For purposes of this paragraph, the term "Consultant" means and includes the Consultant, its officers, agents, employees, sub-consultants, and others for whom Consultant is legally liable, and the term "City" means and includes the City of Iowa City, Iowa its Mayor, City Council members, employees, and volunteers.

P. Insurance

1. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions in the sum of \$1,000,000 Per Claim, \$1,000,000 Annual Aggregate, or a \$1,000,000 Combined Single Limit. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause (endorsement) shall be added.
2. Consultant agrees to provide the City a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice.

Q. Standard of Care

1. The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Agreement. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
2. Consultant represents that the Services and all its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar Industry and application; shall conform to the requirements of this Agreement; and shall be sufficient and suitable for the purposes expressed in this Agreement.
3. All provisions of this Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.
4. Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

R. There are no other considerations or monies contingent upon or resulting from the execution of this Agreement, it is the entire Agreement, and no other monies or considerations have been solicited.

S. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.

For the City

By: _____

Title: _____

Date: _____

Attest: _____

For the Consultant

By: _____

Title: _____

Date: _____

Approved by:

City Attorney's Office

Date

Appendix B

Wage Theft Policy

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter "Wage Theft Policy")

- I. **Application.** The Wage Theft Policy applies to the following:
 - a. Contracts in excess of \$25,000 for goods, services or public improvements.
 - b. Contracts for discretionary economic development assistance. "Discretionary" economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.
- II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.
- III. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

- IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:
 - a. There has been a bona fide change in ownership or control of the ineligible person or entity;
 - b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
 - c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or

- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

WAGE THEFT AFFIDAVIT

I, _____, certify under penalty of perjury and pursuant to the laws of the State of Iowa that the following is true and correct:

1. I am the _____ [position] of _____ ["contracting entity"] and have the authority to execute this affidavit on behalf of said contracting entity and any person or entity with an ownership interest in said contracting entity of more than 25%.

2. Neither _____ ["contracting entity"] nor any person or entity with an ownership interest of more than 25% of said contracting entity has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages in the last 5 years.

Signature

Appendix C

**CONTRACT COMPLIANCE
SECTION I - GENERAL POLICY STATEMENT**

It is the policy of the City of Iowa City to require equal employment opportunity in all City contract work. This policy prohibits discrimination by the City's contractors, consultants and vendors and requires them to ensure that applicants seeking employment with them and their employees are treated equally without regard to age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.

It is the City's intention to assist employers, who are City contractors, vendors or consultants, in designing and implementing equal employment opportunity so that all citizens will be afforded equal accessibility and opportunity to gain and maintain employment.

PROVISIONS:

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Prior to execution of the contract, the completed and signed Assurance of Compliance (located on 0520 – Pages 2 and 3) or other required material must be received and approved by the City.
5. Contracting departments are responsible for answering questions about contractor, consultant and vendor compliance during the course of the contract with the City.
6. All contractors, vendors, and consultants must refrain from the use of any signs or designations which are sexist in nature, such as those which state "Men Working" or "Flagman Ahead," and instead use gender neutral signs.
7. All contractors, vendors, and consultants must assure that their subcontractors abide by the City's Human Rights Ordinance. The City's protected classes are listed at Iowa City City Code section 2-3-1.

SECTION II - ASSURANCE OF COMPLIANCE

The following sets forth the minimum requirements of a satisfactory Equal Employment Opportunity Program which will be reviewed for acceptability. **PLEASE RETURN PAGES 2 THROUGH 3 OF THIS SECTION TO THE CONTRACTING DEPARTMENT PRIOR TO THE EXECUTION OF THE CONTRACT.**

With respect to the performance of this contract, the contractor, consultant or vendor agrees as follows: (For the purposes of these minimum requirements, "contractor" shall include consultants and vendors.)

- 1. The contractor will not discriminate against any employee or applicant for employment and will take affirmative efforts to ensure applicants and employees are treated during employment without regard to their age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation. Such efforts shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity employer.

Note: Contracts that are federally funded are subject to Executive Order No. 11246, as amended, and the regulations (see generally 29 U.S.C. § 1608 et seq.) and relevant orders of the U.S. Secretary of Labor. The Secretary of Labor, and not the City, enforces said regulations and orders.

- 3. **Provide a copy of your written Equal Employment Opportunity policy statement.**

Where is this statement posted?

- 4. What is the name, telephone number and address of your business' Equal Employment Opportunity Officer?

(Please print) _____

Phone Number

Street Address

City, State, Zip Code

- 5. The undersigned agrees to display, in conspicuous places at the work site, all posters required by federal and state law for the duration of the contract. NOTE: The City can provide assistance in obtaining the necessary posters.

- 6. How does your business currently inform applicants, employees, and recruitment sources (including unions) that you are an Equal Employment Opportunity employer?

The above responses are true and correctly reflect our Equal Employment Opportunity policies.

Business Name

Phone Number

Signature

Title

Print Name

Date

SECTION III - SUGGESTED STEPS TO ASSURE EQUAL EMPLOYMENT OPPORTUNITIES

1. COMPANY POLICY

Determine your company's policy regarding equal employment opportunities. Document the policy and post it in a conspicuous place so that it is known to all your employees. Furthermore, disseminate the policy to all potential sources of employees and to your subcontractors asking their cooperation. The policy statement should recognize and accept your responsibility to provide equal employment opportunity in all your employment practices. In regard to dissemination of this policy, this can be done, for example, through the use of letters to all recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.

2. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Designate an equal employment opportunity officer or, at minimum, assign someone the responsibility of administering and promoting your company's Equal Employment Opportunity program. This person should have a position in your organization which emphasizes the importance of the program.

3. INSTRUCT STAFF

Your staff should be aware of and be required to abide by your Equal Employment Opportunity program. All employees authorized to hire, supervise, promote, or discharge employees or are involved in such actions should be trained and required to comply with your policy and the current equal employment opportunity laws.

4. RECRUITMENT

- (a) Let potential employees know you are an equal opportunity employer. This can be done by identifying yourself on all recruitment advertising as "an equal opportunity employer".
- (b) Use recruitment sources that are likely to yield diverse applicant pools. Word-of-mouth recruitment will only perpetuate the current composition of your workforce. Send recruitment sources a letter annually which reaffirms your commitment to equal employment opportunity and requests their assistance in helping you reach diverse applicant pools.
- (c) Analyze and review your company's recruitment procedures to identify and eliminate discriminatory barriers.
- (d) Select and train persons involved in the employment process to use objective standards and to support equal employment opportunity goals.
- (e) Review periodically job descriptions to make sure they accurately reflect major job functions. Review education and experience requirements to make sure they accurately reflect the requirements for successful job performance.
- (f) Review the job application to insure that only job related questions are asked. Ask yourself "Is this information necessary to judge an applicant's ability to perform the job applied for?" Only use job-related tests which do not adversely affect any particular group of people.
- (g) Monitor interviews carefully. Prepare interview questions in advance to assure that they are only job related. Train your interviewers on discrimination laws.

Biased and subjective judgments in personal interviews can be a major source of discrimination.

- (h) Improve hiring and selection procedures and use non-biased promotion, transfer and training policies to increase and/or improve the diversity of your workforce representation. Companies must make sure procedures for selecting candidates for promotion, transfer and training are based upon a fair assessment of an employee's ability and work record. Furthermore, all companies should post and otherwise publicize all job promotional opportunities and encourage all qualified employees to bid on them.

For your information is a copy of [Section 2 – 3 – 1 of the Iowa City Code of Ordinances](#) which prohibits certain discriminatory practices in employment can be found at: http://www.sterlingcodifiers.com/codebook/index.php?book_id=953. Please note that the protected characteristics include some not mandated for protection by Federal or State law. As a contractor, consultant or vendor doing business with the City of Iowa City you are required to abide by the provisions of the local ordinance in conjunction with your performance under a contract with the City.

SAMPLE: EQUAL EMPLOYMENT OPPORTUNITY POLICY

To all employees of _____

This Company and its employees shall not discriminate against any employee or applicant for employment based on his or her age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation. The anti-discrimination policy extends to decisions involving hiring, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Further, this Company and its employees will provide a working environment free from such discrimination.

All employees are encouraged to refer minority and women applicants and applicants with disabilities for employment.

The Equal Employment Opportunity Officer for the _____
is:

Name: _____

Address: _____

Telephone: _____

NOTE: This is a **SAMPLE ONLY**. You may wish to confer with your EEO officer or legal counsel to formulate a policy which specifically meets the needs of your company.

Appendix D

City of Iowa City Project Reference Form

Project Information

Project Name: _____

Project Owner: _____

Owner's Representative: _____

Representative's E-mail Address: _____

Representatives Phone Number: _____

Project Description:

Consultant Services Contract

Contract Start Date: _____ Contract End Date: _____

Original Contract Amount: _____

Number of Amendments: _____

Total Amendment(s) Amount: _____

Final Contract Amount: _____

Key Consultant Personnel Included on the Project:

Name: _____ Role: _____

Project Construction

Contract Start Date: _____ Contract End Date: _____

Contractor Bid Amount: _____

Number of Change Orders: _____

Total Change Order Amount: _____

Final Contract Amount: _____