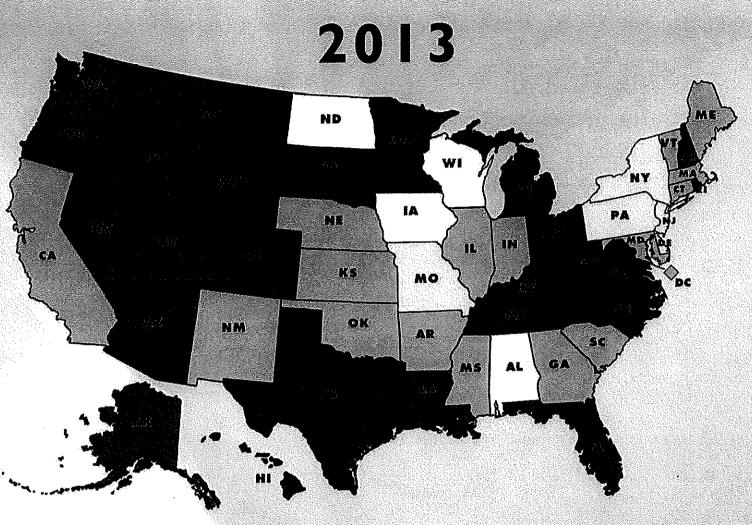


Woodbury County Sioux City, Iowa



Today's Agenda

- Program Development
 State of Iowa Master Contract with Energy Bank
- 2. Company Introduction
- 3. Building Systems Included
- 4. Focus and Objectives
- 5. Concept to Completion
- 6. Project Pictures
- 7. Questions & Answers





- Design-build is limited to one political subdivision, agency or project
- Design-build is a limited option

- Design-build is widely permitted
- Design-build is permitted by all agencies for all types of design and construction



Program Development

- The program developed because of the lack of Design Build and/or Performance Contracting legislation in Iowa.
- Only State in the USA without either one.
- We developed our program to include the best of both worlds: Concept to Completion involvement and Competitive Bid for best pricing.
- Encourages Local Contractor Participation
- Proven Legal Process:
 - Procurement Laws with Transparent Bid Day
 - Design Laws



Program Development

- Implemented over \$25,000,000 of projects over past few years.
- All OSHA inspections have been passed.
- State of Iowa Master Agreement to provide our services to any Public Entity
- Iowa Economic Development Authority
 - Energy Bank project developer and manager



Company Introduction

Full-Service Specialty Contractor

Mechanical, Sheet Metal, Automation, Security, Fire Alarm Systems, Service

- Established in 1963
- lowa Based 4 offices across the state
- Over 550 Employees in Iowa
- 12 Professional Design Engineers
- 1 Architect on staff

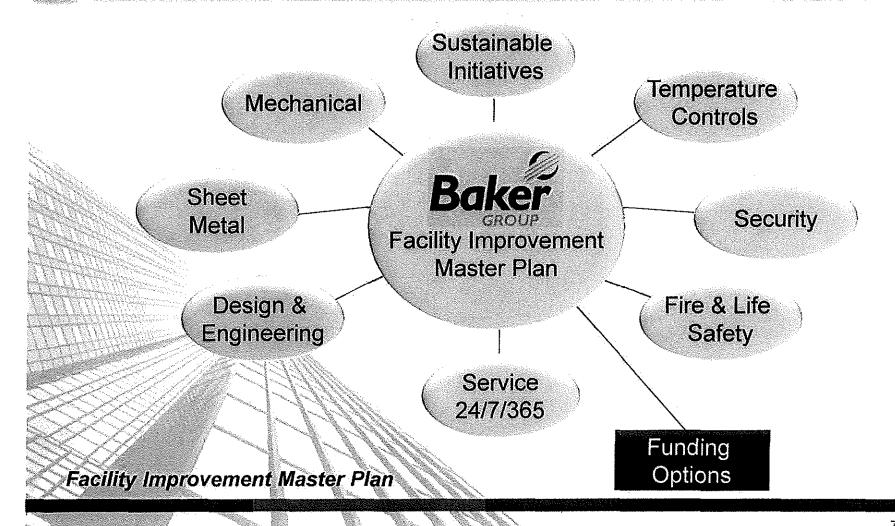


Core Values

Maximize Value — Long Term Relationships — Nurture People — Honesty & Integrity — Innovative & Adaptable — Work Safely — Expect the Best



Total Company Support

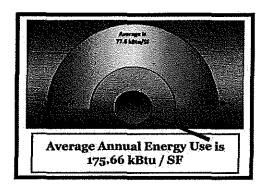




Building Systems Included

- HVAC
 - Heating
 - Ventilation
 - Cooling
 - Central Plants
 - Automation
- Electrical Systems
 - Lighting
 - Power Distribution
 - Metering

- Renewable Energy
- Security
 - Card Access
 - Closed Circuit TV
 - Fire Alarm
 - Parking Gate Control
- Building Envelope
 - Windows & Doors
 - Roofs
 - Thermal Barrier





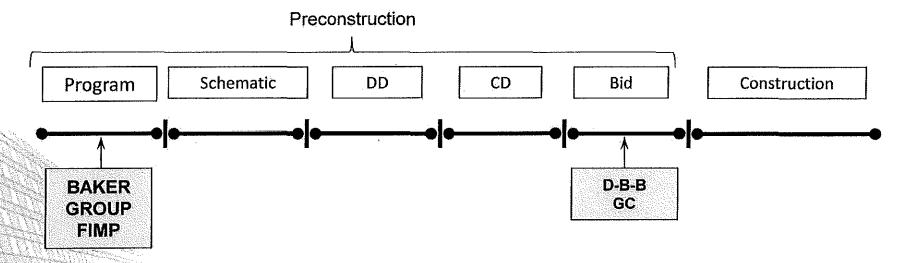
Focus and Objectives

- Energy and Operational Efficiency
- Indoor Air Quality
 - Enhanced Learning/Working Environment
- Capital Equipment Replacement Needs
 - Managing Deferred Maintenance
- Re-commissioning
- Sustainability
- Budget Neutral Project Cost





FIMP vs. Design Bid Build



- Baker Group Preconstruction Services:
 - Design Interaction, Design Development Estimates, Project Budgeting, Constructability Review, Value Engineering, Scheduling, Phasing, Gustomized Bid Packaging, Cost Review
- Baker Group Post Bid Day Services:
 - Pre-Construction Kickoff, Safety Review, Project Schedule, Equipment Submittals, Manage Low Bid Contractors, Evaluate & Manage Proposed Change Orders, Progress Meetings, Subcontractor Coordination, On-Site Foreman, Job Trailer, Training, Project Closeout, Warranty Management
- Désign-Bid-Build;
 - Project awarded to lowest bidding contractor, low bid GC manages low bid subs, no preconstruction input from contractors, project often loses Owner's Vision in order to meet budget



Step 1

- Preliminary Building and Equipment Survey
- Preliminary Report to Customer Team

Step 2

- Detailed Facility Audit
- Project Evaluation and Scope Selection

Step 3

- Final Design and Pricing for Agreed Scope
- Project Funding

Step 4

Project Implementation





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Step 4

Project Implementation





Step 1

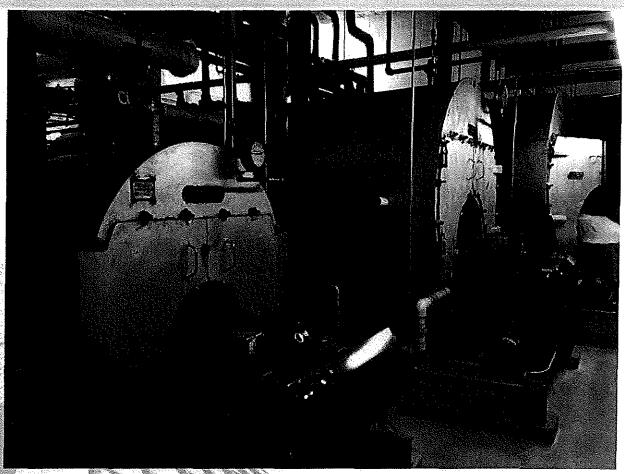
Preliminary Building & Equipment Survey

- Information and Support Needed
 - Present and Intended Use of Building/s
 - Building Floor Plans
 - Energy Expenditure Latest 36 Months
 - Operating and Maintenance Budget/Costs
 - Existing Capital Improvement Plan
 - Square Footage of Each Building
 - Tour Guide from Building Operations
 - Contact List by Building
 - Visitor Badges as Needed

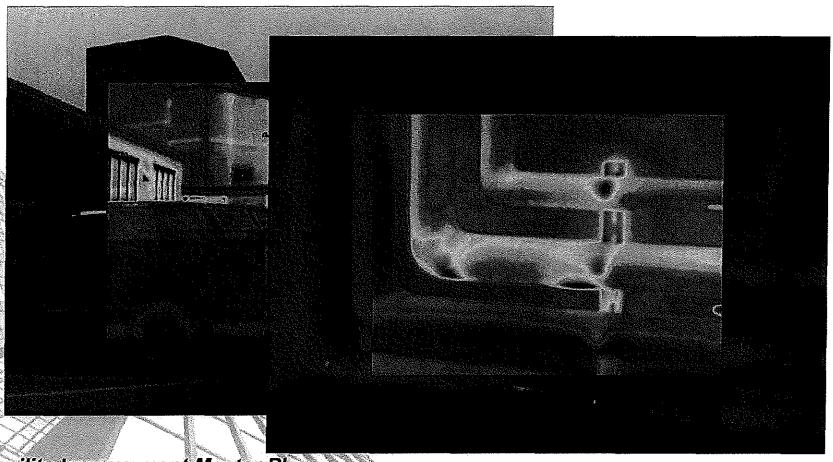
Preliminary Report to Customer Team

- Itemized List of Improvement Needs
 - Current Conditions
 - Suggested Improvement
 - Priority Level
- Energy Cost Benchmarking
- Specific Building Environment Complaints
- No Cost to Customer for this Phase
- Customer Team Suggestions:
 - Building Committee
 - Board of Supervisors
 - Auditors Office
 - Director of Facilities
 - Maintenance Supervisors
 - Administration Team if Appropriate







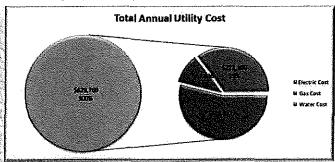


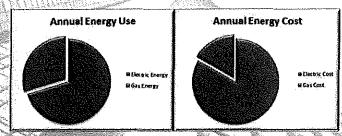


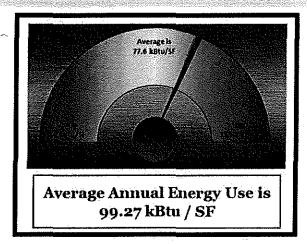
Summary of Energy and Cost Performance Building Name

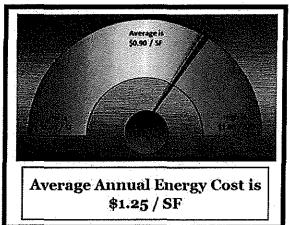
Annual Percentages

It is important to know what you are spending on utilities at your facility. The graphics below help you visualize how much you have spent and used on utilities in the past year. This is beneficial so that you can know where you are spending money so that you can make informed decisions in the future. If electric costs are higher than gas or water costs, there may be more potential savings by reducing the amount of electricity used than by reducing the amount of gas. Similarly, if water costs are high, it may be a better investment to change out water futures than spend money to reduce energy levels. In your case, your electrical costs are the highest percentage of your total cost.

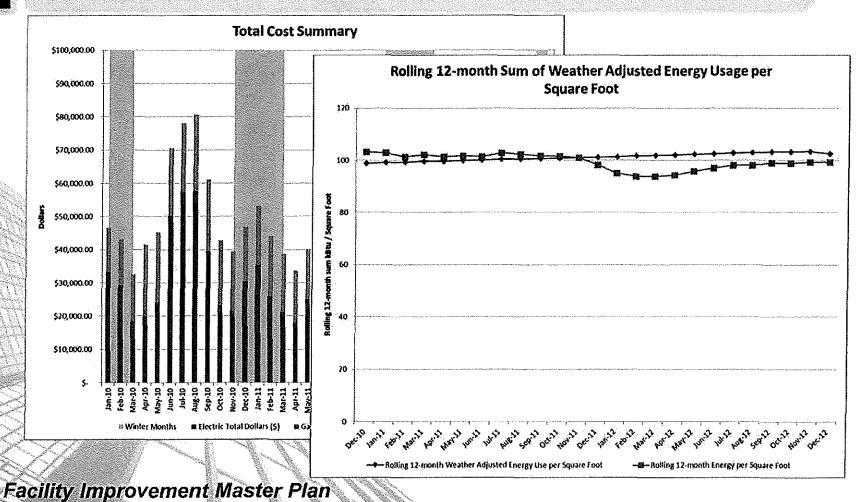














Step 1

- Preliminary Building and Equipment Survey
- Preliminary Report to Customer Team

Step 2

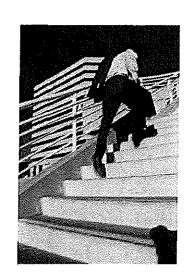
- Detailed Facility Audit
- Project Evaluation and Scope Selection

Step 3

- Final Design and Pricing for Agreed Scope
- Project Funding

Step 4

Project Implementation





Step 2

Detailed Facility Audit

- Approval to Proceed is Required
- Cost to Customer varies depending on project scope
 - Will Quote Based on Preliminary Evaluation and Board direction
 - Can Roll into Final Project Costs
- Baker Group Team Members
 - Account Manager
 - Project Manager(s)
 - Design/Engineering
 - System/Equipment Specialists
 - Sub-Contractors as Needed
- Audit Will Include:
 - Detailed Analysis of all Buildings/Systems as Directed
 - Pre-Engineering to assist the budget process

- Budget Numbers, by Individual Project, for the Following:
 - Installation Costs "Turn Key"
 - **Energy Savings Projections**
 - Operational Savings Projections
 - Expected Remaining Life of Existing Equipment
- Statement of "Priority Level" for Each Project

Project Evaluation

- Team Review of Audit
 - Baker Group
 - Customer Team
- Prioritize Projects
- Establish Financial Parameters
- Develop Implementation Plan
 - Phased Approach Multi-Year
 - Comprehensive Approach



| | | | | | Ţ | G | H | | , | K |
|---------------------------|---|--|--|--------------------------------------|-----|--|--|--|--|----------------|
| A-4 | Bakei | er Group | Sample Customer | | | | | | 5/2/2014 | |
| D | ESCRIPTION | | | PROJECT SELECTION | | | SAVINGS | | | 1 |
| | Building | Project | Project Details | ln Budget | | Cost | Energy | Operational | Prjet Payback (Yrs.) | Key (E,F,C) |
| | | | | | 6 | \$0 | \$0 | | | |
| | | | | ļ.—— | Ø | \$0 \$291,720 | | \$0 | | |
| | Elementary School | HVAL Lighting | Replace HVAC System Lipgrade Lighting System level 1 | | | \$291,720 \$43,7 58 | \$42,000 \$6,000 | \$0 \$0 | 6.95 7.29 | e B |
| | *************************************** | C. Strike S. | Upgrade Lighting System level 2 | | Ø | \$72,930 | \$8,000 | 50 | 9.12 | e |
| . 3 | | | Upgrade Lighting System level 3 | | ā | \$145,860 | \$15,000 | 50 | 9.72 | e |
| | Middle School | Roof | Replace Roof membrane | 21.20.204.00001300 | Œ | \$102,102 | 50 | \$0 | | C. |
| | | Boller | Convert existing steam boiler to hot water | | Ø | \$262,548 | \$34,000 | \$0 | 7.72 | i i |
| | | AC classrooms | Add air conditioning to classrooms | | | \$58,344 | \$0 | \$0 | | Ç |
| | | AC offices | Add air conditioning to offices | | Ø | \$94,809 | - 50 | \$0 | | C |
| 25 | | HVAC | Replace 30 cooling units w/ 1 cooling system | | Ø | \$93,350 | \$0 | \$6,200 (| 15.06 | 1 |
| 15301 | | | | | Ø | \$0 | \$0 | \$0 | | |
| | | | | | (2) | \$o | \$0 \$0 | 50 j | | |
| 265 | | | | | | \$0 50 | برج د د د | \$0 i | | |
| | | | | | 1 | 30 | 1,15 | 30] | | |
| 9 - | | | | | i | | Total | Total | | |
| | | | Show Totals? | Yes | | Total Cost | Energy | Operational | Simple | |
| | : | | Sinta tatast | 163 | | IDEA COST | \$550 March 100 Co. | Control of the Contro | Payback | |
| | | | | | L } | | Savings | Savings | | |
| . } | | | | e Project | i | \$1,165,421 | \$105,000 | \$6,200 | 10.48 | |
| ! | | ************************************* | Estimated | Commence of the second second second | | (\$32,000) | | | | |
| | | | Customer Down I | | | (\$150,000) | | | | |
| ! | | | Amount to | finance: | | \$983,421 | | | I | |
| | | | | | I | | | | i . | |
| | · · · · · · · · · · · · · · · · · · · | | Energy Efficiency Pr | ojects (E) | 1 | \$554,268 | \$71,000 | so | 7.81 | |
| , , , , , , , , , , , , , | | | | | | SANGER CONTRACTOR CONT | Approximate Committee August and August Augu | Commence of the second | ACCOMMONSTRUCTURED CONTRACTOR OF THE PARTY O | |
| | | | Facility Improvement Pr | Discts (F) | | \$355,898 | \$34,000 | \$6,200 | 8.85 | |
| † | | e de la companione de l | The second secon | | | | | ***** | | |
| . | | | Capital Improvement Pr | nimets (C1 | | \$255,255 | \$0 | 50 | | |
| | | | | 7.00. (0) | | | 909 | ~ | | |
| | · · · · · · · · · · · · · · · · · · · | | Performance and Payment So | nd Cause | | | | | | |
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Step 1

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Step 3

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- Project Funding

Step 4

Project Implementation





Step 3

Final Pricing and Design

- Construction Management as your Agent
- Engineering Designs Completed
- Bid Date Established
 - Contractor Bids Obtained (owner input)
 - Equipment Bids Obtained (owner input)
- Construction Schedule Planned
- Contracts Approved

Project Funding

- Customer's Capital Funds "or"
- Outside Financing Options:
- Baker Group has resources to secure up to 100% funding for your project through:
 - Iowa Energy Bank when available
 - Municipal Lease (Public entities & 501-C-3 only)
 - Capital or Operating Leases
 - Flexible Terms for Payments Schedule and Residuals
- Grant Identification & Analysis
- Utility Rebates will be Aggressively Pursued



Step 1

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Step 4

Project Implementation





Step 4

Project Implementation Phase

- Baker Group Assigns a Project Manager
- Baker Group Assigns a Site Forman
- Baker Group Provides an on-site job office trailer
- One Source of Responsibility As Construction
 Manager, Baker Group
 Takes Care of:
 - On Site Job Foreman
 - Equipment Procurement
 - Contractor Agreements
 - Permits and Approvals as Needed
 - Coordinating Construction Schedule
 - Periodic Construction Meetings
 - Proper Insurance and Bonding documents
 - Safety Monitoring and Management

- Job Commissioning and Start-Ups
- Operation & Maintenance Manuals

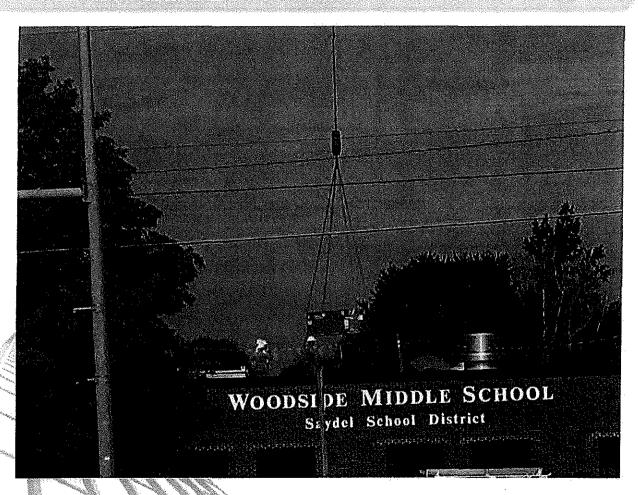
Post Project Services

- Customer Staff Training
 - Equipment Operation
 - Preventive Maintenance
- Warranty Management
- Operational Support
 - Planned Service Options
 - Monitoring Options



Saydel CSD

- \$5,000,000
- 4 Buildings
- 54 Roof
 Penetrations
- 10" of Rain
- 10 Weeks to Complete

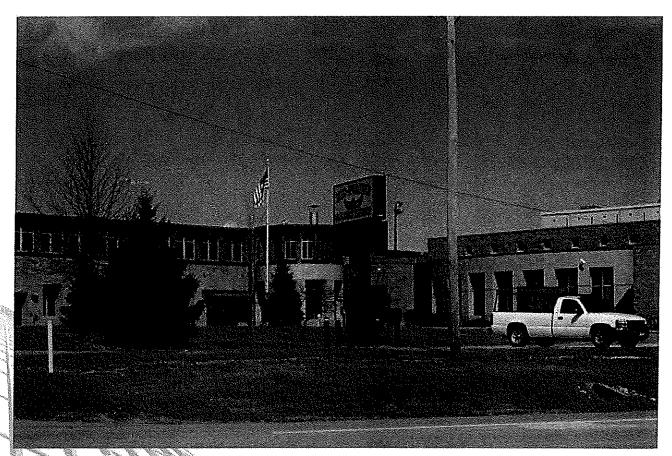




Mid-Prairie CSD Wellman, IA

\$4,000,000 HVAC and Building Modification Project.

10 Week Schedule





Mid-Prairie High School

Geo-Thermal Horizontal Well Field 200 + Ton

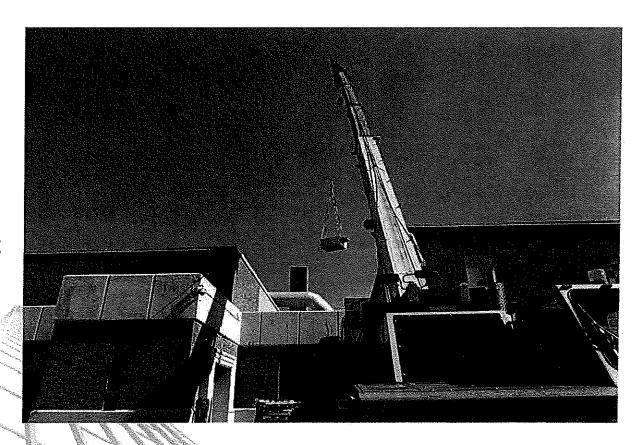




Pleasantville CSD

Upgrade HVAC Electrical and Boiler Room

\$4,200,000 project in 10 weeks





Pleasantville CSD

Electrical upgrade

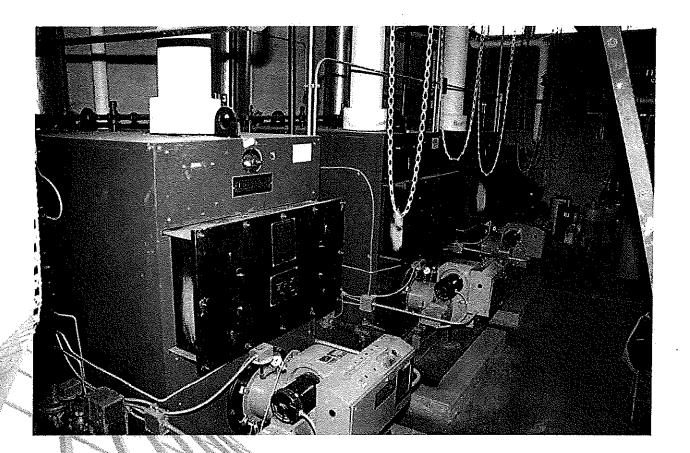






Pleasantville

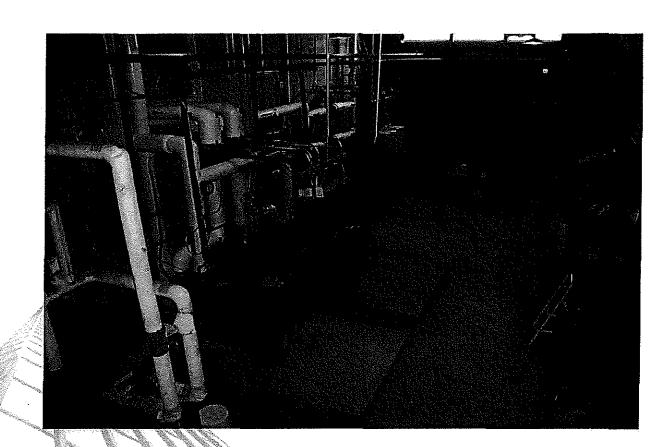
Boiler room before





Pleasantville

Boiler Room after

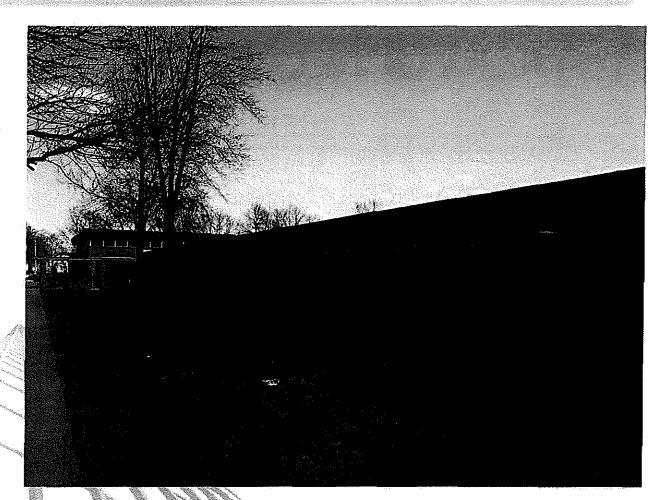




SE Webster Grand

Burnside High & Middle School

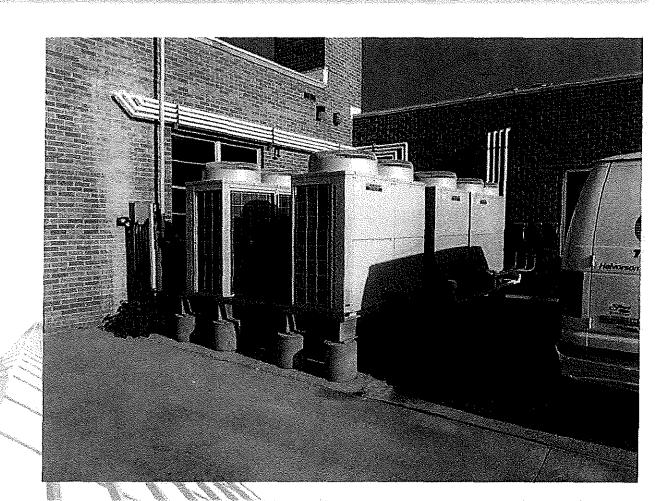
\$2,400,000 HVAC and Electrical Upgrade





SE Webster Grand

Variable Refrigeration Volume System (VRV)





SE Webster Grand

VRV System Controller





SE Webster Grand

VRV System

Terminal Units





CAL CSD Latimer

\$1,200,000

HVAC upgrade to add A/C

Utilized RTU's

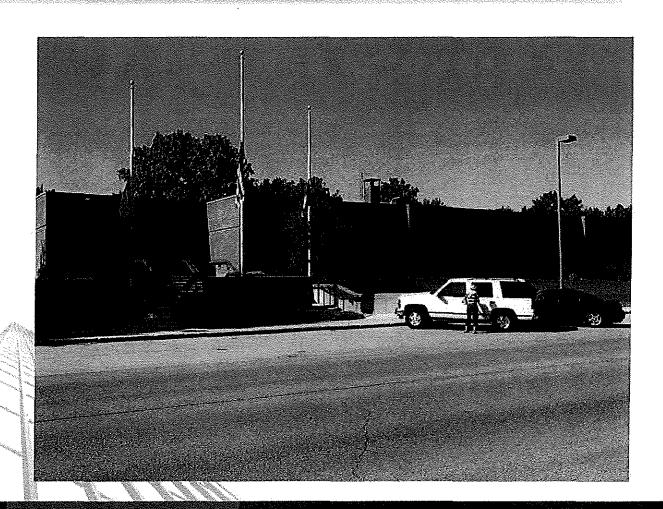




Clay County Administration

Spencer, IA

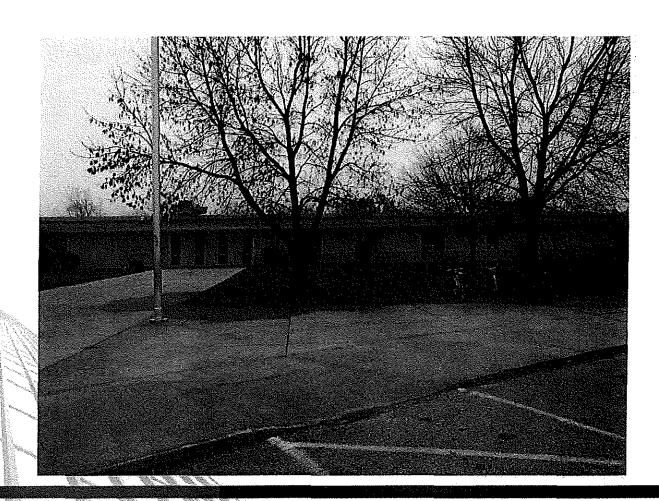
VRV System Retrofit





Keota CSD Elementary

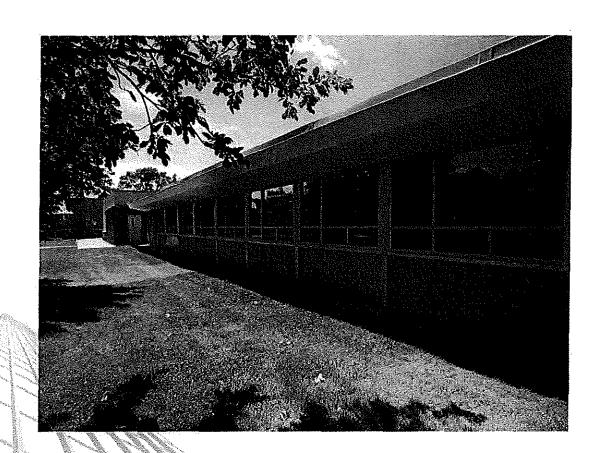
Windows before





Keota CSD Elementary

Windows before

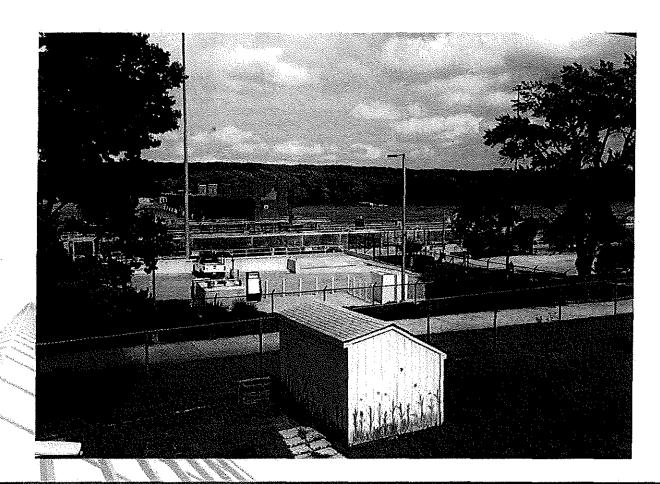




New Challenge

Clayton Ridge
CSD
Harness the Water
Power from
Lock and Dam #10
For the School

Mississippi River Guttenberg





Questions & Answers



Facility Improvement Master Plan



Thank You!

To learn More Contact:

Dave Jorgenson, Director

Facility Improvement Master Plan

Office: 515.299.4260

Mobile: 515.339.3971

jorgensond@thebakergroup.com

Baker Group Facility Improvement Master Plan

Providing Project Implementation Solutions

Project Management and Development

As an alternative project delivery method, Iowa Public Entities now have access to professional services competitively bid and available through a Department of Administrative Services Master Agreement for project development and implementation with Baker Group.

Baker Group's Facility Improvement Master Plan is proven to:

- Minimize upfront financial risk to owners while developing the project scope
- Reduce overall project costs
- Work as your advocate
- Leader in Energy Efficiency Improvements
- Maintain Professional Continuity from Concept through Completion, and beyond the Warranty period.
- Improve facility environments while reducing energy costs
- Comply with all Iowa Public Procurement Laws
- In-House Expertise in HVAC, Electrical, Building Automation, Fire and Security, Professional Engineering and Construction Management

The Facility Improvement Master Plan is a time tested **Comprehensive Turnkey Approach** in project implementation. Baker Group has over 50 years of specialty construction experience to draw from in providing a fiduciary responsibility to protect the client's best interest.

To learn more about how you can take advantage of Baker Group's approach to project implementation, Contact:

Contact Dave Jorgenson at Baker Group

Phone: 515.262.4000

Email: jorgensond@thebakergroup.com



Overview

Since our beginning in 1963, Baker Group's primary focus has always been building strong customer relationships. Growth for Baker has come organically by identifying systems and services that their clients need, and striving to deliver the best services possible. Earning a reputation for providing unparalleled service and the highest quality craftsmanship has resulted in the tag-line with Baker Group; you can always *Expect the Best*.

Our Facility Improvement Master Plan Program represents the convergence of sustainability, workplace optimization, and efficient processes that help you leverage your facilities infrastructure to achieve a competitive advantage in your marketplace. Our mission is to move our customers facilities ahead another generation and to make it as efficient as possible with a healthy productive environment for people to learn, work or recover from medical needs. This is a flexible suite of services designed to support the business needs of our clients, through improved comfort, a pleasant environment, and reduced interruptions, leading to a more productive environment.

You will find below our response to your RFQ Questions. These are the specific answers to your specific questions, exactly as you asked them. We have tried to be thorough in our answers; however, if you have any further questions, we are happy to provide additional information.

RFP Response: Answers to your questions...

4.2.4 Service Requirements

The vendor shall address each service requirement in Section 3 of the RFP and explain how it plans to approach each requirement and how pricing will be determined for the services identified. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor. In addition, vendors shall include information that demonstrates:

1. Knowledge of public sector building energy management technical and financial requirements

Baker Group has implemented over \$20 million of facility improvement and energy conservation projects in public sector buildings over the past few years. Our industry experience as a Mechanical Contractor, Sheet Metal Contractor and



Building Automation, Fire and Security contractor provides us with a highly experiences staff of professionals who have the ability to analyze existing systems and identify improvement needs as well as energy and operational saving opportunities.

- Experience working with similar programs and customer groups for similar outcomes, including demonstrated ability to communicate technical requirements to a wide variety of audiences
 - We have worked with K-12 Public School Boards and Administration, County Commission/Supervisor Boards and Public Hospital Administrators and Boards. Part of our job is to analyze existing systems and their condition. When improvements are needed or equipment failure is eminent, it is our responsibility to educate and inform the governing body regarding what they are facing and the risks of not making changes. The Board members typically come from various backgrounds and have a deep commitment to the people they serve. Presenting our findings and recommendation in a format understood by the board members is critical in helping them make the right decisions for their public.
- 3. Ability to meet the requirements in the scope of work within the required timeframe and at a reasonable cost
 - Monitoring the preparation of all plans and specifications to make sure they are as complete as possible before they are published and released to the construction world is what controls unwanted cost surprises and minimizes change orders. On site pre-bid project meetings helps educate potential bidders and clarifies most questions in a set of plans. The scope of work and equipment submittals/delivery must be monitored by our Project Managers and Site Foreman daily to assure compliance. Time of completion is very important to most owners, particularly in the school market. We build in liquidated damage clauses into each contract with a specific "Substantial completion date" that helps inspire contractors to finish on time. However, holding mandatory weekly progress meetings on site with all the contractors has been very successful and provides an avenue to discuss deliverables and potential risks of missing them. Consistant monitoring of job progress against the construction schedule allow all the contractors to identify risks and formulate a recovery plan if needed.
- Ability to provide schedule flexibility necessary to meet program demands as requested
 - In the implementation process, changes in building use can disrupt the construction progress. However, working together as a team has proven to be very beneficial in finding flexibility in the contractors schedules and reasonable changes can normally be worked out.
- 5. Experience and/or education necessary to provide the appropriate level of technical quality assurance
 - All of our Project Managers and Site Foreman have a high level of quality expectations in what is being delivered from each contractor. We try to position ourselves as not only the construction manager but also a source of assistance in working through installation problems. Our company slogan is "Expect the Best" and we hold ourselves as well as the various contractors to that.
- 6. Experience in providing project management services outlined in this RFP.





We have learned a lot over the past few years from delivering projects such as outlined in this RFP. Every project is a source of new information and experiences and sharing those experiences with our entire team helps make us better for the next project. One thing we can guarantee it that there will be challenges in every project. It's our commitment to stick with those challenges until they are resolved for the customer.

7. Ability to meet contract expectations while remaining free of conflicts of interest By positioning ourselves as the Construction Manager we are in fact an agent for the customer, we work directly for them and have a fiduciary responsibility to watch over their best interests. We do not have a financial interest in the contractors awarded the lowest bid. Even though state law does not forbid construction managers from bidding parts of the job, we believe it is usually in the owner's best interest to have us independent of actual installation contractors for the project.

4.2.5 Background Information

The vendor shall provide the following general background information:

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.

Baker Mechanical, Inc. DBA Baker Group 4224 Hubbell Ave. Des Moines, IA 50317-4058

Phone: 515.262,4000 or 855.262,4000 Fax: 515.266,1025

Email: jorgensond@thebakergroup.com

- **4.2.5.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited Liability Company.

 Baker Group is an S Corporation
- **4.2.5.3** State of incorporation, state of formation, or state of organization. State of Iowa
- 4.2.5.4 Identity and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.

Baker Mechanical, Inc. DBA Baker Group 4224 Hubbell Ave. Des Moines, IA 50317-4058





Phone: 515.262.4000 or 855.262.4000 Fax: 515.266.1025

Email: jorgensond@thebakergroup.com

4.2.5.5 Iowa office address and phone number (if any).

Baker Group's offices are located in Des Moines. Our address is: 4224 Hubbell Ave.

Des Moines, IA 50317-4058
515.262.4000 or
855.262.4000

4.2.5.6 Number of employees.

336

4.2.5.7 Year submitting vendor was established, and year submitting vendor began providing energy management services in lowa.

Baker Group has been serving customer needs since 1963.

Facility Operations – 1990 Building Automation – 1986 Plumbing & Piping – Since 1963

4.2.5.8 Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.

Dave Jorgenson 4224 Hubbell Avenue Des Moines, IA 50317-4058 515.299.4260 office 515-339-3971 cell phone jorgensond@thebakergroup.com

4.2.5.9 Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.

Dave Jorgenson 4224 Hubbell Avenue Des Moines, IA 50317-4058 515.299.4260 office 515-339-3971 cell phone jorgensond@thebakergroup.com

4.2.5.10 Name and qualifications of any subcontractors who will be involved with this project.

Modus Engineering 1717 Ingersoll Ave. St 111 Des Moines, IA 50309





Justin Doyle, P.E. Principal
See attached section _____ for qualifications.

SystemWorks LLC 409 Fifth Street West Des Moines, IA 50265 Garry Caldbeck, Principal See attached Section for qualifications.

4.2.5.11 Federal Employer Identification Number. 42-0890441

4.2.5.12 The successful vendor will be required to register to do business in lowa. If already registered, provide the date of the vendor's registration to do business in lowa and the name of the vendor's registered agent.

Contractor Registration:

C095706 Date Issued: 1/24/12

Date Expires 1/24/13

4.2.6 Experience

Submitting vendors are requested to briefly describe projects in which the vendor has provided similar energy services to those identified in this RFP during the last three (3) years. Information provided should include:

- Name of organization
- Project name and location.
- Project description
- Start and end dates for the design, construction, and monitoring/maintenance phases
- Contract type (guaranteed savings, shared savings, etc.)
- ♦ Contract term
- Financing type (capital lease, tax-exempt municipal lease, capital notes, etc.)
- Contract amount
- Annual savings
- Equipment installed
- Measurement and Verification methodology used, if any
- ♦ Maintenance and operations services provided
- Names and telephone numbers of organization's representative
- Notes or comments

If the submitting vendor is a branch office or a division of a parent company, please provide information on projects managed directly by the submitting vendors lowa office location. Also, specifically identify information on projects managed by the individuals who will be assigned to the DAS/lowa Energy Bank's projects. Projects performed in other states or by offices not located in lowa should be clearly identified.





4.2.6.1 Number of years in business.2013 marks Baker Group's 50th year doing business.

4.2.6.2 Number of years of experience with providing the types of services sought by the RFP.

Company Experience with specific program: 4 years Management Experience: 22 years

4.2.6.3 Describe the level of technical experience in providing the types of services sought by the RFP.

Baker Group has in-house capability to provide all services requested. We have a four step process that guides a customer through the development and implementation of the project. Our dedicated staff for this process has both building system technical expertise and financial expertise. We have a staff of 12 professional engineers that work with us on pre-design for budgeting purposes but because of a state law that does not allow the Professional Design Team and the Construction Management Team to be from the same company, we always work with a third party Professional Engineering team for finalizing project plans and specifications..

4.2.6.4 List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental entities.
Baker Group offers many services to all types of commercial, institutional and industrial clients. Here are the services we self-perform:

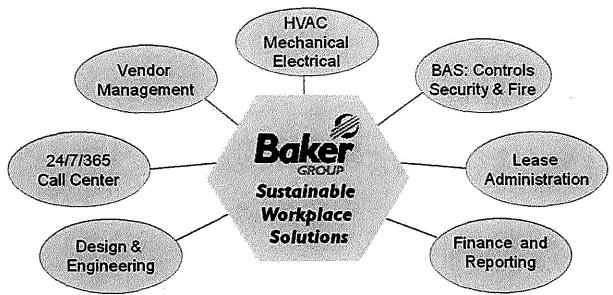
- Facility Operational Audits
- Facility Energy Audits
- Budgeting of Multi-million Dollar Operational Spend
- Staffing Plans for Facility Operations
- Budget Forecasting for Facility Operations
- Create Systems to Benchmark Costs Compared to Peer Facilities
- 24/7/365 Call Center
- On-Site Building Operations
- Predictive/Preventive Maintenance
- Truck Based Emergency Repair Services
- Construction Management
- Heating, Ventilating & Air conditioning
- Plumbing and piping
- Sheet Metal Ductwork
- Specialty Stainless Steel Metal Fabrication
- Integrated Building Automation Systems
- Electrical Systems Services
- Structured IT Cabling
- Security Access Control
- Security CCTV and IP based Camera Systems
- Digital Network Video Recording





- · Parking Revenue Management
- Fire Alarm Systems
- Facility Improvement Master Planning
- Energy Conservation
- LEED NC
- LEED EB O&M
- ENERGY STAR Certification

In addition to the services we offer with our own employees, we will bring in subcontract team members to offer additional high value services to fit the specific needs of our clients. Our team members will be specially chosen to fit the special expectations of our clients.



4.2.6.5 Letters of reference from three (3) previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

????? Attach:

Pleasantville School from: Bob Miller, Supt

Southeast Webster Grand from Todd Lundgren, Board Member

Mid-Prairie CSD from Mark Schneider, Supt





4.2.7 Personnel

The vendor must provide resumes for all key personnel who will be involved in providing the services contemplated by this RFP and clearly outline their responsibility and qualifications for various project tasks. Describe these individuals' responsibilities in the projects outlined in section 4.2.6. The following information must be included in the resumes:

Add the following resumes:

Management Team:

Daryld Karloff, Vice President

Dale Drent, P. E., Service Manager

Dave Jorgenson, Director
Facility Improvement Master Plan program
Saydel CSD Phase I and II
Involved with all projects

Sales Team:

Jon Jackson,
Account Executive
Just joined Baker Group

Tom Borror

Account Executive

Clay County Iowa Administration Building

Southeast Webster Grand CSD High/Middle School Phase I

Scott Bolk
Account Executive
CAL CSD
Pleasantville Elementary School Phase I
Pleasantville High/Middle School Phase II





Project Managers:

Rick Kaul

Project Manager

Involved with all projects

Patience Schooner

Assistant Project Manager

Pleasantville Elementary School Phase I

Project Management Pool: In addition to the two project managers we have listed here who have had first-hand experience with Facility Improvement Master Plan projects, there are 17 additional project managers in various departments of our company that have the skills necessary to successfully manage large comprehensive projects. As project demand increases we have the capability to assign project managers as needed to manage these jobs.

On Site Foreman:

Paul Hutchison

Site Foreman

Saydel CSD Phase I and II

Pleasantville Elementary School Phase I

Pleasantville High/Middles School Phase II

Rick Perkins

Site Forman

CAL CSD

Southeast Webster Grand High/Middle School Phase I

James Stockbauer

Site Foreman

Clay County Iowa Administration Building





Hal Walker

Site Forman

Mid-Prairie High School

Having an "On Site Foreman" is a big key in managing a successful project. Our commitment to the Owner is that when contractors are on site performing work we will have a Site Forman present. There are some occasions where this isn't necessary such as in project mobilization by the contractors or coming back to the job site to finish miscellaneous items or deal with warranty issues. The people listed above have had first-hand experience for the Facility Improvement Master Plan projects and we also have about 35 other people from our pool of Field Superintendents and Foreman who have the skill sets necessary to manage the job site on a daily basis.

4.2.7.1 Full name.

Please refer to Tab ?????? for resumes and Capital Complex Operations Management organization chart.

4.2.7.2 Education.

Please refer to Tab ?????? for resumes and Capital Complex Operations Management organization chart.

4.2.7.3 Years of experience and employment history particularly as it relates to the scope of services specified herein.

Please refer to Tab ????? for resumes and Capital Complex Operations Management organization chart.

4.2.8 Contract Experience

Vendor must explain its contracting process and how this process addresses the unique aspects of lowa Code requirements associated with energy project implementation. Vendor should indicate whether this process has been reviewed by legal counsel and is it compliant with lowa Code.

Baker Group has developed a multi-step process for developing and implementing Energy Conservations/Facility Improvement projects. Each step of the process requires various levels of agreements with the owners as follows:

Step 1: Preliminary Building and Equipment Survey – A very simple non-binding "Letter Of Intent" is requested of the Owner. There is no cost to the owner for this step of the process. The letter basically gives Baker Group access to and permission to obtain the required information at the customer site. It also describes what the customer will be given at this phase and a time line for completing this step. Even if the Customer chooses to not move forward with a project, they have no obligations because of this service. It Baker Groups way of getting to know the Customer and the facilities and gives the customer a chance to get to know us before we all move forward.



Step 2: Detailed Facility Audit — Based on the customers input and direction from the Preliminary phase, the next step is far more detailed and will involve pre-engineering and budgeting from both equipment providers and various construction trades. A "Project Development Agreement" is used as an agreement between Customer and Baker Group for this phase and is priced based on our estimated raw cost of completing this phase. The Customer is carefully instructed that they will be responsible for paying this cost even if they choose not to move forward with a project after receiving the report.

Step 3 Final Pricing and Design

Step 4: Project Implementation Phase

3 and 4 are both covered under various AIA documents. Since State laws vary it is not always possible to use standard documents. All of the documents we use have been revised to comply with Iowa design and procurement codes. Our legal council and management staff have invested a lot of time and effort to not only make sure our documents comply with all Iowa laws but also compliment and conform to each other. The documents have also been highly reviewed and revised by Customer's legal council. We have found, particularly in the Public Educations markets, one law firm does the majority of all School contracts. That firm has worked closely with our attorneys to revise the documents to their expectations. While there is never one contract to fit all, we believe we have a set of base contacts that will work for most projects and can be easily customized if needed. The documents will be supplied at the State's option if we are the chosen provider and will include the following:

AIA Document C132 – 2009 Standard Form of Agreement Between Owner and Construction Manager as Adviser

AlA Document B132 – 2009 Standard Form of Agreement Between Owner and Architect, construction Manager as Adviser Edition. (This form has been revised in content to reflect Professional Engineer instead of Architect)

AIA Document A 132 – 2009 Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

AIA Document A232 – 2009 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

There are some unique aspects of Iowa Code that need to be taken into consideration and are complied with within these documents:

Professional Design work and Construction Management cannot be provided by the same company. While Baker Group has both services available in-house, to comply with this requirement we have chosen to provide the Construction Management services and not the final Professional Design work. We have Modus Engineering included under section 4.2.5.10 as a subcontractor. While they are part of our team, the Professional Design work is actually contracted directly to the Owners and the design team works closely with our Project Management team in both developing the plans and specification



but also in assuring a very competitive and transparent bid day for an Owner Direct Multiple Prime Contractor bid process.

Construction Management as Adviser is the only allowable process in Iowa that allows an Owner to select a Construction Service company that can be involved in a project from Concept to Completion. All actual installation contracts and equipment are still put out for bid per Iowa Procurement Codes. Other common alternative construction methods such as Design Build, Construction Management at Risk and Performance Contracting have not been supported by Iowa approved legislation.

4.2.9 Terminations, Litigation, Debarment

The vendor must provide the following information:

- 4.2.9.1 During the last five (5) years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination. Yes. Client closed Des Moines branch of operations before full term of contract was up and no longer needed services. Coordinated with client to ensure smooth transition and accommodated their needs.
- 4.2.9.2 During the last five (5) years, describe any damages or penalties of anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the vendor.

 None.
- 4.2.9.3 During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.

 None
- 4.2.9.4 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.

 None
- 4.2.9.5 During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners



have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.

No pending or threatened litigation, administrative or regulatory proceedings. No convicted felons in our ownership, officers of the company or primary partners.

4.2.10 Proposal Certification

The vendor shall sign and submit with the proposal the document included as Attachment B in which the vendor shall certify that the contents of the proposal are true and accurate.

4.2.11 Acceptance of Terms and Conditions

The vendor shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor. By submitting this proposal, Baker Group accepts the terms and conditions stated in this RFP as they are written.

4.2.12 Certification Letter

The vendor shall sign and submit with the proposal the document included as Attachment B in which the vendor shall make the certifications included in Attachment B. Please refer to Tab ????? Attachment #1 for signed copy of Certification Letter.

4.2.13 Authorization to Release Information

The vendor shall sign and submit with the proposal the document included as Attachment C in which the vendor authorizes the release of information to the Agency. Please refer to Tab ????? Attachment #2 for signed Authorization to Release Information Letter.

4.2.14 Firm Proposal Terms

The vendor shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain firm a minimum of 90 days following the deadline for submitting proposals.

Baker Group guarantees the above. The goods and services offered in the response to this RFP will remain firm for 90 days following the deadline for submission.





Additional to be used:

Each project is different in complexity and size and project costs are not yet known so it becomes difficult to price this portion based on cost per square foot or percentage of project. We typically estimate all expenses that we will incure and base the contract amount on that. Is has been our experience in past projects that the cost per square foot for the Detailed Audit has been in the \$.14 to \$.25 per square foot of building space.

In the table below are additional services available to the State of Iowa and the hourly rates for these services that may be needed at some point during the term of the contract.

| Professional Billing Rates: | Hourly Rate |
|-------------------------------------|-------------|
| Design Engineer (P.E.) | \$125.00 |
| LEED Accredited Professional (A.P.) | \$125.00 |
| Project Manager | \$90.00 |
| Project Engineer | \$75.00 |
| Project Principal/Executive | \$125.00 |
| Sheet Metal Designer/Detailer | \$80.00 |
| Piping Designer/Detailer | \$80.00 |
| Project Coordinator/Accounting | \$45.00 |
| Safety Director | \$75.00 |
| Estimating | \$75.00 |

Summary

Baker Group is excited to serve the needs of the State of Iowal We have a team of skilled professionals with excellent Sustainable Facilities Solutions experience. We have the horsepower ready to serve!

Our knowledge of Sustainable Systems, facility operations best practices, LEED green sustainable initiatives, makes **Baker Group your best choice**. We will work hard to assure you receive the **best value in long-term lifecycle operating cost**. **We will be there for the life of your buildings!**

Baker Group's diverse in-house technical skills, will help your facilities operate smoothly, giving you the lowest cost and best environmental quality, while staying on your schedule. We will help the State of lowa leverage their facilities investment into a competitive market advantage!

Select the Baker Group. Expect the Best!





Professional Project Management Services State of lowa



005 4464



STATE OF IOWA

ATE:

04-09-2013 04-30-2014

)ATE: PAGE:

1 of 3

MASTER AGREEMENT

Contract Declaration and Execution

VENDOR: BAKER MECHANICAL INC BAKER GROUP 4224 HUBBELL AVE DES MOINES, IA 50317 US

VENDOR CONTACT: Dave Jorgenson.

ISSUER: RANDALL STAPP

PRONE: 515-242-5005

PHONE: 515-299-4280 EXT: EMAIL: jorgensond@thebakergroup.com

EMAIL: Randall.Stepp@lowa.gov

Contract For: Professional Planning Services

Contract for: Professional Project Management Services

The parties agree the following (A-E), by reference, make up the term contract agreement:

A. General Terms and Conditions for services contracts which are posted at http://das.gse.lowa.gove/terms_services.pdf

B.Attachment 1: RFP0213005204R

C.Attachment 2: Addenda#1 to RFP0213005204R

D. Contractors proposal which is on file with the Department of Administrative Services, General Services Enterprise

E.Attachment 3: Statement of Work (SOW)

Contract Period: The term of the contract is (1) year beginning April 9, 2013 to April 30, 2014. The Agency shall have the option to renew the contract upon the same terms and conditions for five (5) additional one-year renewal terms.

Authorized Agency: Department of Administrative Services Iowa Energy Bank Contact: Monica Stone (515) 725-2218

RENEWAL OPTIONS

FROM 05-01-2014 TO 04-30-2015 FROM 05-01-2015 TO 04-30-2016 FROM 05-01-2016 TO 04-30-2017 FROM 05-01-2017 TO 04-30-2018 FROM 05-01-2018 TO 04-30-2019

AUTHORIZED DEPARTMENT 005 Administrative Services, Dept

| IN WITNESS WHEREOF, this Agreement has been executed by the pai | Ales hereto. | |
|--|--|--|
| CONTRACTOR | STATE OF IOWA | |
| CONTRACTOR'S NAME (if other than an Individual, state whether a corp.) pertherating etc. | AGENCY NAME 3 D.A.S. | |
| BY (Afthorized Signature) Date Signed Kultur Land VP - COO | BY (Anthorized Signature) Date Signed Kandell Stapp 4-16-13 | |
| Printed Name and Title of Person Signing 4224 Stubbell Ave | Printed Name and Title of Posson Signing Randall Stapp P.A.3 | |
| Les Moines, da 50317 | Howen Bldg Level 3, Des Moines, LA. | |
| | | |

MA# 005 4464



STATE OF IOWA

EFFECTIVE BEGIN DATE:

04-09-2013

EXPIRATION DATE:

04-30-2014

PAGE:

2 of 3

MASTER AGREEMENT
Contract Declaration and Execution

LINE QUANTITY!

UNIT COMMODITY / DESCRIPTION

UNIT COST / PRICE OF SERVICE

\$0.000000 \$0.000000

1. 0.00000

351

FROM: 04-09-2013TO: 04-30-2014

MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)

Professional Planning Services

Professical planning services. See attachment 3, Scope of Work,

Deliverables and Pricing.



STATE OF IOWA

EFFECTIVE BEGIN DATE: EXPIRATION DATE: 04-09-2013

PAGE:

3 of 3

MASTER AGREEMENT

Contract Declaration and Execution

TERMS AND CONDITIONS

Terms & Conditions Service

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement.

General Terms and Conditions for service contracts are posted at: http://das.gse.lowa.gov/terms_services.pdf

Attachment 3

Scope of Work, Deliverables and Pricing

The lowa Energy Bank will work with customers to determine the type and level of service that will be most beneficial to customers. Customers of the DAS/Energy Bank that would benefit from the Baker Group's Facilities Improvement Master Plan program will be referred to the Baker Group. Generally, the Facilities Improvement Master Plan comprehensive program will provide the following services to customers:

Project Development

Step 1: Preliminary Building & Equipment Survey (No cost to customer)

- Information and Support needed from customer
- ASHRAE Level 1 Energy Audit or equivalent
- Deliverable: Preliminary Report to Customer Team

Step 2: Detailed Facility Audit

- Pre-engineering
- Project budget determined
- Financial plan determined
- Approval to proceed is required from customer
- ASHRAE Levels 2/3 Energy Audit or equivalent and Measurement & Verification Plan
- · Deliverables: Detailed Facility Audit and Recommendations
- Cost to customer varies depending on project scope and communicated before audit started

Project Implementation

Step 3: Final Pricing and Design

- Construction Management develop implementation plan
 - Oversee preparation of construction documents, bid specifications, and installation drawings and engineering designs completed
 - Bid schedule established and provide assistance (Issuing bids according to lowa procurement rules)
 - o Assisting customer with evaluation of bids and prequalification of contractors
 - Construction scheduled planned
 - o Installation contracts approved
 - o Commissioning plan

Step 4: Project Implementation Phase

- Construction Manager once source of responsibility
 - o On-site job superintendent
 - o Equipment procurement monitoring
 - o Contractor agreements and documents
 - o Coordination construction schedule
 - o Equipment material submittals
 - o Periodic construction meetings
 - o Payment application review and approval
 - o Change order cost proposal review
 - Job site safety monitoring and management
 - Start-up and commissioning
 - o Operation & Maintenance Manuals
- Post Project Services
 - o Customer staff training, equipment operation, preventive maintenance
 - o Warranty management 10 month review
 - o Operational support planned service options, monitoring options

- o Measurement & verification of energy savings
- o Assistance with reporting to Energy Bank

Note: Energy Bank customers will be enrolled in the Iowa Energy Center's benchmarking system to provide a basic level of measurement and verification. Vendor may provide additional assistance to customers needing more comprehensive measurement and verification.

Operations and maintenance work is not part of the Master Agreement; however the customer may request the vendor to furnish operations and maintenance services for the installed projects under a separate agreement.

Service Agreement

Vendor will enter into an agreement or contract with Energy Bank customers for participation in the Facilities Improvement Master Plan program outlined in this Master Agreement. Vendor must provide a copy of any customer agreements or contracts to DAS for review and approval upon execution of this Master Agreement.

Vendor will not provide services to Energy Bank customers under this Master Agreement until an agreement or contract has been executed by both parties. Fees associated with the services provided under this Master Agreement shall not exceed the fee structure outlined in this Master Agreement.

Fee Structure

Vendor will enter into service agreements with customers who would like to utilize the services outlined in this scope of work according to the following fee schedule:

Detailed Facility Audit: determined based on complexity of project

| Project Size | <u>Cost Range</u> |
|---|--|
| Under 50,000 sq. ft. 50,000 to 100,000 sq. ft. 100,000 to 250,000 sq. ft. Over 250,000 sq. ft. | \$.20 to \$.25 \$.15 to \$.20 \$.10 to \$.15 \$.08 to \$.10 |
| Final Fee: | |
| Project Size | <u>Total Fee</u> |
| Under \$1,000,000 \$1,000,000 to \$3,000,000 \$3,000,000 to \$5,000,000 Over \$5,000,000 | 20% 17% to 20% 15% to 17% 13% to 15% |