

Shenandoah Community School District Board of Directors
Shenandoah Administration Board Room
January 6, 2025 – 9:30 AM
Special Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Action Items
 - a. Approve Recommended Commissioning Agent's Proposal (DLR Group)
 - i. DLR Group - \$18,100
 - ii. IMEG - \$40,800
 - b. Approve SVPA's Additional Fees of \$4,200 for Additional Scope
 - i. Storefront Windows
 - ii. Skylights
 - iii. New Exterior Material on Clerestory
 - c. Set Public Hearing Date for Bid Acceptance on K8 Roof Replacement and HVAC Replacement for February 10, 2025 at 5:00 p.m.
4. Discussion Items
 - a. Advertisement Requirements
5. Informational Items
 - Next Regular Meeting –January 13, 2025 at 5:00 p.m.
6. Adjournment



DLR Group inc.
an Iowa corporation
1430 Locust Street, Suite 200
Des Moines, Iowa 50309

December 18, 2024

Dr. Karri Nelson
Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601

Re: Commissioning Services for K-8 HVAC Upgrades

Dear Dr. Nelson:

Thank you for the opportunity to submit a proposal for commissioning services for your K-8 Central Plant Equipment replacement project. As the nation's leading, full-service design firm, DLR Group is excited to present our qualifications to execute Commissioning Services for your current project.

DLR Group is a nationally recognized leader for Commissioning and energy related services serving clients, not only in Iowa, but also the region and nation. DLR Group is a Certified Commissioning Firm (CCF) by the Building Commissioning Association (BCA) and has certified Commissioning Authorities (CxA) and Professional Engineers ready to provide premier service for your project.

We are a nationally recognized leader in Commissioning services with over 300 successfully completed commissioning projects over the past decade, with many of similar size and complexity as this project. Our quality process has helped our clients understand their system's operations and identify operational issues through functional testing and commissioning of building systems. We take great pride in ensuring that your project will be turned over to the facilities team operating according to the design intent as indicated within the design documents.

DLR Group is a Certified Commissioning Firm (CCF) by the Building Commissioning Association (BCA) Certification Board and an active member company of the AABC Commissioning Group (ACG), with certified Commissioning Authorities (CxA), Professional Engineers, and NEBB certified technicians ready to provide premier service for your project.

Our lead commissioning authority on this project will be Gerry Wilwerding. Gerry has successfully been providing commissioning services for several years and for many types and sizes of projects. Please see his resume within this proposal for a more detailed history.

Respectfully,
DLR Group, Inc. (an Iowa corporation)

Gerry Wilwerding, PE, QCxP
Commissioning Process Manager



Eric Beron, AIA, LEED AP
Architect | Principal

Gerry Wilwerding, PE, QCxP

DLR Group | Associate | Commissioning Authority



Gerry is a mechanical engineering and commissioning professional with over 20 years of experience, which includes time spent with Johnson Controls as a Project Development Engineer. Gerry has experience throughout the Midwest on various project types including K-12 school, public works, mixed use, performing arts, and hospitality. By combining building automation system historical data analytics and on-site functional testing of HVAC equipment with organization, communication and timeliness, has given him particular insight to find root causes of HVAC issues or inefficiencies, and provide measurement and verification of project results.

Select Experience

Urbandale Community School District; Urbandale, IA

New Olmsted Elementary School Commissioning
High School Fitness Center Renovations Commissioning
High School HVAC Renovation Commissioning

Carlisle Community School District; Carlisle, IA

Middle School Gymnasium Commissioning

Ft. Madison Community School District; Ft. Madison, IA

High School HVAC Commissioning
Elementary School Commissioning

Baxter Community School District; Baxter, IA

Addition & Renovation Commissioning

Gretna Public Schools; Gretna, NE

New Gretna East High School Commissioning
New Elementary School No.'s 6, 7, & 8

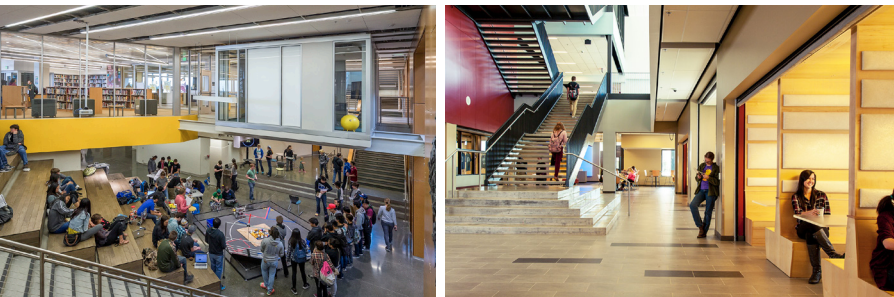
Burlington Community School District; Burlington, IA

High School Commissioning

Madrid Community School District; Madrid, IA

Elementary School Addition & Renovation

*indicates work completed at another firm



Education

Bachelor of Science, Mechanical Engineering
Iowa State University

Registration, Accreditations, Affiliations

Mechanical Engineer: IA, NE, SD, MN, WI, AL
Qualified Commissioning Process Provider (2015)
American Society of Heating, Refrigeration, & Air (ASHRAE)
AABC Commissioning Group

Detailed Commissioning Experience

RELEVANT EXAMPLES

- Des Moines Area Community College Student Recreational and Fitness Center (2016)
 - HVAC: Central geothermal heat recovery chiller plant, packaged natatorium AHU's hot and chilled water pumps, single and multi-zone air handlers, central DOAS units, and various terminal equipment
- Ft. Madison CSD High School Addition/Remodel and Elementary School Addition (2024)
 - HVAC: Gas boilers, pumps, single and multi-zone RFUs with energy recovery, VAV terminal units, fans, and advanced controls sequences
- Burlington CSD High School HVAC & Control Improvements (2024)
 - HVAC: Air-cooled chiller, gas boilers, pumps, single and multi-zone AHUs and VAV terminal units, cabinet and finned tube heaters
- Carlisle CSD Elementary (2021)
 - HVAC: Air-cooled chiller and pumps, gas/electric RTUs (packaged controls), unit ventilators, and VAV terminal units
- Gretna Public Schools Falling Waters Elementary (2020), Gretna CSD Harvest Hills Elementary (2021), and Cedar Hollow Elementary School (Winter 2024 / Spring 2025)
 - HVAC: multi-zone handlers with energy recovery, air-cooled chiller, gas boiler, pumps, kitchen, and VAV terminal units
- Gretna Public Schools High School Addition and HVAC Upgrades (2021)
 - HVAC: Air-cooled chiller, gas boilers, pumps, single and multi-zone AHUs and VAV terminal units
- Urbandale CSD High School Fitness Addition and HVAC Upgrades (2021)
 - HVAC: Gas/electric single and multi-zone air handlers with packaged controls and hot water VAV terminal units
- Urbandale CSD Olmstead Elementary School (November 2021)
 - HVAC: Water-cooled chiller, gas boiler, pumps, single and multi-zone AHUs, and fan-powered VAV terminal units
- Storm Lake CSD Early Elementary School (December 2021) & Phase 2 (Winter 2024 / Spring 2025)
 - HVAC: Split air-cooled DX coils, gas boilers, pumps, single and multi-zone AHUs and RTUs (packaged controls), and VAV terminal units



Project Understanding and Scope

DLR Group is pleased to develop a professional service and compensation arrangement fully responsive to the project's needs. Our Professional Services fees will be determined on a lump sum fixed fee basis based upon our understanding of the project scope and preliminary review of your facilities contract documents.

SCOPE OF HVAC COMMISSIONING SERVICES

Per the project's Request for Proposal, DLR Group shall oversee and complete the commissioning (Cx) process activities for mechanical systems as indicated below and in accordance with IECC 2012 International Energy Conservation Code (IECC) requirements. In short, this involves the commissioning authority conducting functional testing of HVAC equipment/systems as well as automatic lighting controls. In addition to IECC requirements Cx scope will include pre-functional checklists and witnessing the Building Automation System (BAS) integration of additional systems indicated below and their corresponding monitoring / alarms.

Construction Schedule Dates: June-August 2025

PRE-CONSTRUCTION PHASE

1. Perform quality control design review of the DD and 90% CD Documents, including HVAC sequence of operations.
2. Review and edit project's commissioning specification.

CONSTRUCTION PHASE

1. Provide quality control review of temperature control submittal.
2. Guide a Commissioning kick-off meeting with contractors to present the Cx Plan and integration into the overall project schedule. This typically requires a 1-hour meeting with the construction team. A sample of a system readiness form shall be provided.
3. Conduct reviews of contractor submittals for commissioned equipment in preparation of developing functional performance tests.
4. Develop pre-functional checklist for commissioned equipment.

Any on-site visits?
Yes, monthly.
Confirmed on 12/31

5. Periodically review and comment about whether installation meets pre-functional checklist requirements.
6. Prepare mechanical functional performance tests of the commissioned systems:
 - Review HVAC equipment start-up procedures and provide comments.
 - Prepare Functional Test Procedures (FTP) for commissioned equipment identified below.
 - Review contractor equipment completed startup reports and Test and Balance reports.
 - Update and periodically present a Commissioning Issues Log listing the issues discovered during the project and tracking their progress and resolution.
 - Conduct installation commissioning meetings (online and in-person) with the construction team as required, providing updates of the commissioning activities and provide meeting updates.

ACCEPTANCE PHASE

1. Review preliminary test and balance reports.
2. Conduct functional tests.
3. Direct adjustments of the building automation via the use of Issues Log.
4. Complete a preliminary Cx Report with details on Cx activities, including functional test forms, and final Cx Issues Log with remaining deficiencies.
5. Review issue corrections and completion of Issue Log.
6. Provide preliminary Commissioning Report.

MEP equipment functional performance testing shall demonstrate that the installation and operation of components, systems, and system-to-system interfacing relationships are in accordance with approved plans and specifications such that operation and function for each of the commissioned systems is confirmed. Testing shall include all modes and sequences of operation, including under full-load, part-load, and the following conditions:

1. All modes as described in the sequence of operation.
2. Performance of alarms.

HVAC controls systems shall be tested to document that control devices, components, equipment, and systems are adjusted and operate in accordance with approved plans and specifications,

OCCUPANCY / OPERATIONS PHASE

1. Participate in Owner’s “Lessons Learned” meeting via video conference.
2. Complete any remaining seasonal Functional Test Procedures.
3. Participate in 10-month warranty on-site walk-through with Owner, CM, mechanical contractor and engineer.

MEP SYSTEMS TO BE COMMISSIONED

All new major energy-using HVAC equipment shall be 100% functionally tested to the design documentation and intent. As equipment operational issues are found, their corrected operation will be reviewed as well as additional units to confidently determine remaining units’ operations.

MECHANICAL

1. (2) Gas-fired boilers, with internal circulating pumps
2. (1) Cooling tower with fan variable frequency drive
3. (2) Cooling tower circulating pumps
4. (2) Heat pump loop pumps
5. Review replacement of (2) manual timers to astronomical clocks serving exterior lights.



Professional Services Compensation

DLR Group proposes Commissioning Services compensation in the form of a Stipulated Lump Sum amounts as follows:

Design Review Phase	\$3,200
Construction Phase	\$6,200
Acceptance, Occupancy, and Warranty Phase (functional testing)	\$8,700
Total	\$18,100

Compensation amount assumes remote building automation system access will be provided.

ADDITIONAL REMARKS

- Commissioning documentation tools may utilize cloud-based software Cx Alloy to communicate progress and issues.
- Feeds do not include securing approval of authorities having jurisdiction over the Project (not anticipated).
- Transportation / mileage costs for site visits, sustenance, lodging are included in the fees.

REFERENCES

Carl A. Nelson, Construction Manager
Project: Keokuk Community School District
Cindy Larson, Project Manager
clarson@carlanelsonco.com | 319.754.8415

Carl A. Nelson, Construction Manager
Project: Burlington Community School District
Tim Siebert, Chairman & Project Executive
tsiebert@carlanelsonco.com | 319.754.8415

Sarpy County Correctional Center
Jo Martin, Assistance Director
jomartin@sarpy.gov | 402.593.4488

JE Dunn
Blair Bishop, Trade Foreman
blair.bishop@jedunn.com | 402.740.8674

Urbandale Community School District
Zac Wheeler, Building & Grounds Supervisor
wheelerz@urbandaleschools.com | 515.306.4192

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN





CARL A. NELSON & CO.






NELSON

Design-Builder | Construction Manager | General Contractor

REQUEST FOR PROPOSALS FOR
SHENANDOAH COMMUNITY SCHOOL DISTRICT
SHENANDOAH K8 BUILDING - NEW CENTRAL PLANT
COMMISSIONING SERVICES

DECEMBER 18, 2024

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LETTER OF INTEREST

SHENANDOAH COMMUNITY SCHOOL DISTRICT
304 WEST NISHNA ROAD
SHENANDOAH, IA 51601

RE: SHENANDOAH K8 BUILDING - NEW CENTRAL PLANT
COMMISSIONING SERVICES

IMEG is delighted to present our proposal for Commissioning Services for the Shenandoah Community School District's K8 Building New Central Plant project. IMEG has extensive experience in commissioning school projects. With a proven track record of delivering comprehensive Cx solutions and a commitment to excellence, IMEG is well-equipped to ensure the successful implementation and operation of this significant endeavor.

At IMEG, we understand the critical role that commissioning plays in optimizing building performance, enhancing energy efficiency, and ensuring occupant comfort and safety. Our team of experienced professionals is dedicated to meticulously overseeing every phase of the commissioning process to guarantee that the Shenandoah Community School District meets and exceeds its performance objectives.

Our Cx services encompass a broad spectrum of activities, including:

Pre-Functional Testing:

Thorough review and verification of design intent, equipment specifications, and installation procedures to identify potential issues before systems are operational.

Functional Testing:

Methodical testing of building systems and components to validate proper operation and integration according to design specifications.

Systems Optimization:

Fine-tuning of HVAC, electrical, plumbing, and other systems to maximize efficiency, minimize energy consumption, and optimize occupant comfort.

Training and Documentation:

Provision of comprehensive training for facility staff and documentation of systems, procedures, and maintenance protocols to facilitate ongoing operation and maintenance.

Moreover, IMEG is proud to hold industry-leading certifications and accreditations that underscore our expertise and commitment to excellence in commissioning services. These include:

Certified Commissioning Authority (CxA):

Our team includes certified professionals with extensive experience in commissioning diverse building types, including educational facilities, ensuring compliance with industry standards and best practices.

LEED Accredited Professionals:

Many of our commissioning experts are LEED Accredited Professionals, demonstrating our proficiency in delivering sustainable and environmentally responsible solutions.

ASHRAE Membership:

IMEG maintains active involvement in professional organizations such as ASHRAE, enabling us to stay at the forefront of industry trends, technologies, and standards.

By entrusting IMEG with the commissioning of the Shenandoah Community School District's K8 Building New Central Plant project, you can be confident in our ability to deliver exceptional results that align with your project goals and objectives. We are committed to fostering a collaborative partnership and providing unparalleled support throughout the project life cycle. Thank you for considering IMEG for this important initiative. We look forward to the opportunity to contribute to the success of your project and to delivering innovative, sustainable, and high-performance solutions that exceed your expectations.

Sincerely,



Pablo Benitez, PE, CxA
Client Executive/Associate Principal

Top 2 Engineering Firm in the U.S. (BD+C 2024)

114 Years of History
in the making

90+ Locations

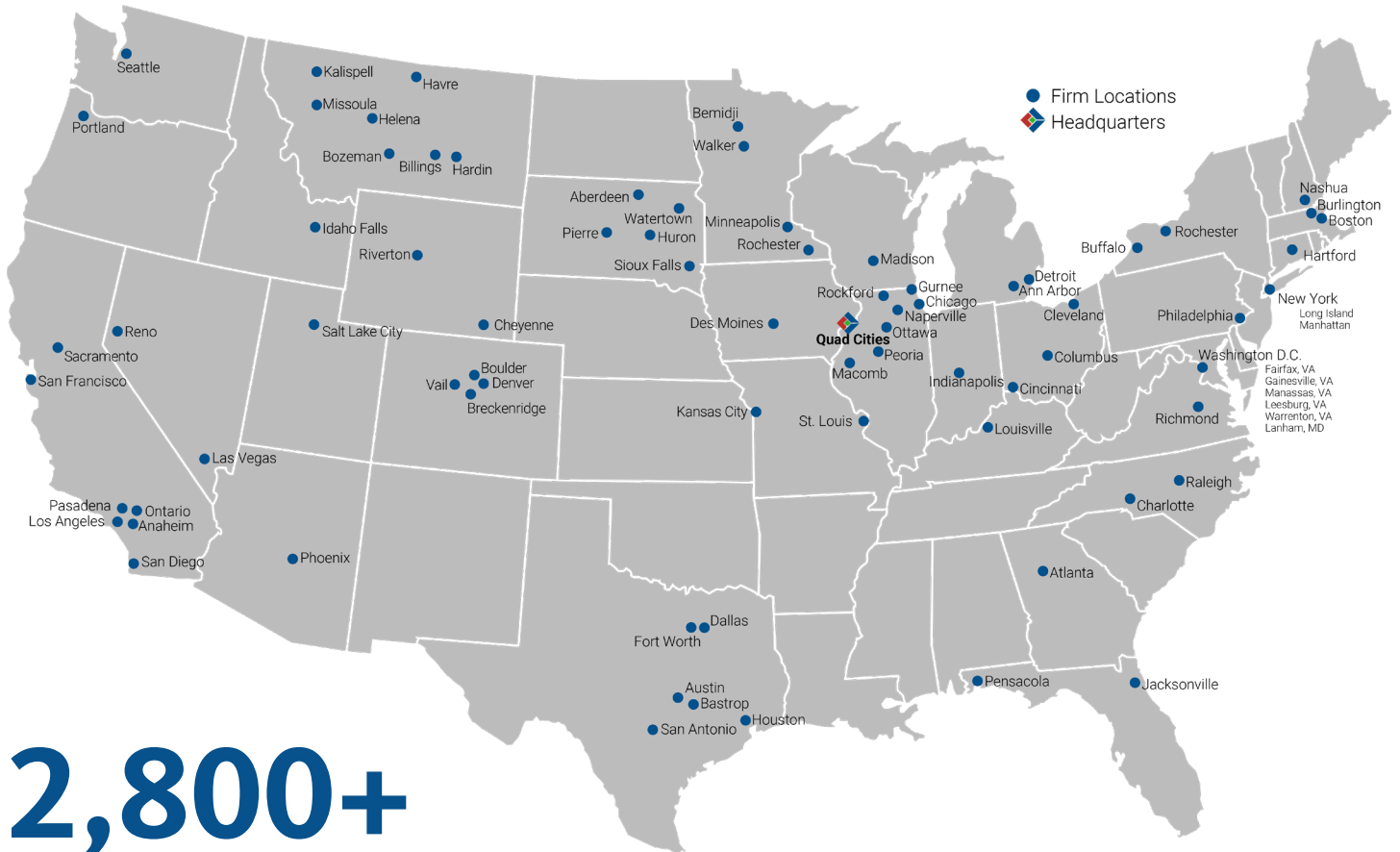
2,800 Employees

100% Employee-Owned

SECTION 1

FIRM OVERVIEW & DETAILED AREA OF EXPERTISE

ABOUT US **FIRM OVERVIEW**



2,800+

TEAM MEMBERS
OUR NATIONWIDE BENCH
OF TALENT & RESOURCES

FIRM HISTORY

IMEG is one of the largest design consulting firms in the U.S. specializing in high-performing building systems, infrastructure, program management, and construction-related services. With a global footprint of 90+ offices and a deep bench of 2,800 team members, we know the technical skills of our people is our product and we strive to build long-lasting client relationships through our guiding principles, expertise, and iterative project approach. We are a national firm with core, regional teams ensuring strong quality control and client value.

In 2015, KJWW Engineering (1961) and TTG Engineers (1955) merged to form IMEG. Since the initial merger, we have welcomed more than 30 new firms into our ONE IMEG family — broadening our national expertise through local connections. Our overall firm history dates back to 1910.

IMEG LOCAL OFFICE

2882 106th Street
Des Moines, IA 50322

AT-A-GLANCE

- Top 2 Engineering Firm in U.S. (BD+C)
- 100% Employee-Owned
- Full-service Engineering & Consulting
- 90+ Locations
- 2,800 Team Members
- 650+ Licensed Engineers
- \$427M in Annual Revenue

CX MARKET FACTS

- 35+ person dedicated commissioning team
- 60M-sf of building; \$10M in fees
- Over 100 projects are LEED Certified, including 5 Platinum and 19 Gold



DETAILED AREA OF EXPERTISE

IMEG’s strength is the breadth and depth of expertise our team offers, and the body of knowledge that comes with being part of one of the largest engineering firms in the United States. Our team can collaborate with and challenge any design or construction partner in the industry on an equal footing. With all the infrastructure systems combined accounting for nearly half of a building’s construction cost, we have an opportunity to significantly contribute to the successful infrastructure and operational outcomes of a facility through our commissioning work. What makes us different from other commissioning providers? Here are a few key differentiators we believe are unique to our team and will provide you true value.



Dedicated Cx Staff

Our commissioning team is a **dedicated group of staff** who only do commissioning work. This is their specialty. Our team is not made of design engineers or control technicians who commission on the side when time allows. Our team is made of licensed and certified staff with extensive design and construction experience who have dedicated themselves to the commissioning service.



Extensive Design and Field Experience

Our commissioning staff has **extensive design and field experience**. Many staff members are Professional Engineers or former Testing and Balancing (T&B) contractors. This experience allows us to understand complex designs and engage during design in a meaningful way. In addition, every one of these individuals has experience and expertise with LEED, IECC, and ASHRAE requirements.



Full Service Engineering Firm Support

We have the support of one of the largest full-service engineering firms in the country, and the **breadth and depth of resources** that comes with it.



Cx Alloy

Our use of **Cx Alloy** provides transparency and simplicity for completion of commissioning deliverables including pre-functional checklists and issues resolution.



Functional Performance Tests

Our **functional performance tests** are custom-written for each project, and based on data as opposed to simple PASS/FAIL tests. We record set points and operating conditions in our testing, which provides data rich test reports and systems manuals for use by facility operators.



Functional Testing On Site

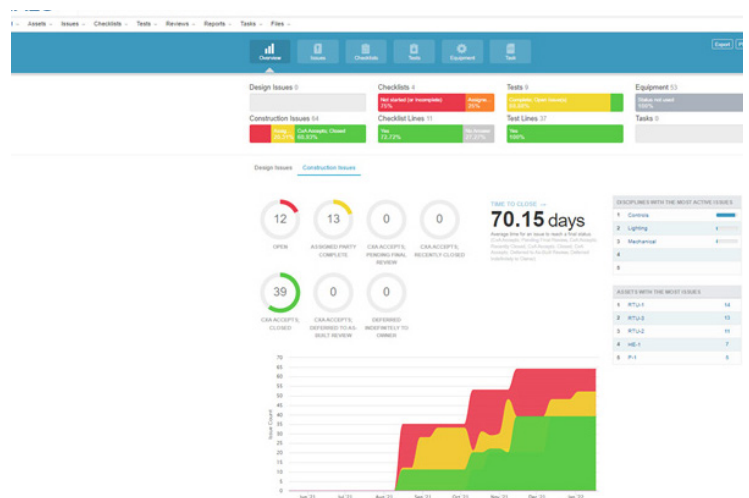
We are **present at the functional testing** with our experienced staff. Some commissioning providers pass the tests to the contractors to perform on their own or send junior technicians. We spend time on site to direct, observe, and record the testing results. The presence of our lead Cx staff also allows us to help troubleshoot systems when they are not functioning per design.



Building Performance Optimization

We help our clients save money on their facilities by using our unique Building Performance Optimization (BPO) process and analytics-based Commissioning process.

In addition to providing commissioning as a service with dedicated commissioning authorities, we believe our combined experience in commissioning and design provides owners considerable resources most other firms cannot match. Our commissioning team’s experience and capability is backed by the many industry certifications our staff carry. **Many of our commissioning authorities hold professional engineering licenses. In addition to these certifications, our staff also hold the following certifications: CxA, QCxP, CEM, CEA, BEP, CBCP, CPT, and ASHRAE BCxP and BEAP.** Our team’s BEAP certified professionals can provide valuable input from concepts to final closeout to ensure your building meets your energy performance goals.



Web-based tool information dashboard

SECTION 2

PROPOSED TEAM & RESUMES

PROPOSED TEAM ORGANIZATIONAL CHART



IMEG excels in project management and scheduling, leveraging a robust capability to ensure efficient and timely completion of projects. Our experienced project managers employ industry-leading methodologies to effectively plan, organize, and execute each project phase, from inception to delivery.

Our standard turnaround time for projects is highly competitive, tailored to meet the specific needs and deadlines of our clients. We prioritize clear communication and proactive coordination to minimize delays and optimize project timelines.

In terms of our current relative workload, IMEG maintains a dynamic and adaptable approach to resource allocation.

We carefully balance our project portfolio to ensure that each undertaking receives the attention and resources it requires for

successful execution. While our workload may vary depending on project demands and client requirements, we are committed to maintaining a responsive and flexible stance to meet our clients' needs effectively.

Regarding staff availability, IMEG boasts a talented and dedicated team of professionals across various disciplines and specialties. Our staff members undergo rigorous training and development to continually enhance their skills and expertise. We strategically deploy our personnel based on project requirements, ensuring that we have the right individuals with the necessary capabilities available to support our clients' needs promptly and effectively. Additionally, our collaborative culture promotes knowledge sharing and teamwork, enabling us to leverage collective expertise to address challenges and deliver exceptional results.

PROPOSED TEAM RESUMES



Pablo Benitez, PE, CxA

PROJECT EXECUTIVE

Pablo is an Associate Principal and leads IMEG's Commissioning Team, leveraging more than 18 years of experience in the commissioning and design of MEP systems. Pablo has served as Commissioning Project Manager and Lead Commissioning Engineer in a wide variety of building types including healthcare, higher education, industrial, laboratories, high rise, and central utility plants. He has hands on experience in performing all facets of the commissioning process including developing and implementing commissioning plans and specifications, performing Cx design reviews, developing and performing functional performance tests, and managing issue close out. He has provided Code Level (IECC), Fundamental, Enhanced, and Retro-commissioning services. Prior to his current role, Pablo was a Senior Commissioning Engineer and Cx Team Operations Manager where he oversaw development of standards and process, quality control, and training of the IMEG Cx team.

PROJECT HIGHLIGHTS

- Glenview School District 34, Glenview, IL, 2021 Referendum, Phase 1, Included Three Elementary Schools and One Middle School, Commissioning
- Glenview School District 34, Glenview, IL, Glen Grove, Hoffman, and Pleasant Ridge Elementary Schools, Commissioning
- Laraway School District, Joliet, IL, 100,000-sf New Elementary School
- Moline CUSD 40, Moline, IL, 30,578-sf Gut and Remodel of Benjamin Franklin Elementary School, Commissioning
- Springfield Public Schools, Springfield, IL, Renovation and Addition to Springfield High School
- Bourbonnais Elementary SD 53, Bourbonnais, IL, HVAC Upgrades to Noel Levasseur Elementary, Commissioning
- Bourbonnais School District 53, Bourbonnais, IL, Six RTU Replacements in Upper Grade Center, Commissioning
- DePaul Preparatory High School, Chicago, IL, 127,000-sf West Wing Renovation and 50,000-sf Expansion (Phase 1), Commissioning
- Fieldcrest Community Unit School District 6, Minonk, IL, Renovations to Fieldcrest High School, Commissioning
- Fieldcrest Community Unit School District 6, Minonk, IL, Renovations to Fieldcrest High School, Phase 3, Commissioning
- Fieldcrest Community Unit School District 6, Wenona, IL, Renovations to Fieldcrest Middle School, Commissioning
- Streator Elementary SD #44, Streator, IL, Centennial Elementary RTU Replacement, Commissioning

Experience

18 Total, 11 with IMEG

Education

University of Illinois at Chicago,
BS Mechanical Engineering

Registrations

Professional Engineer
Illinois (PE-061033109)

Certifications

ACG Certified Commissioning Authority

Affiliations

ACG

PROPOSED TEAM RESUMES

Michael Vanden Berg, PE, CxA, FPE PROJECT MANAGER/LEAD COMMISSIONING ENGINEER



Michael will serve as our Senior Commissioning Engineer and will assist by performing field observation visits and performing functional performance testing on site. He has experience in energy analysis, planning, and design of heating, ventilating, and air conditioning (HVAC), variable pumping, chilled and hot water distribution, building automation control, piping, fire protection, and acoustical sound analysis. He has provided mechanical engineering design on varying building types from healthcare facilities to educational facilities and office buildings. Michael was also a member of the USMC Reserves.

PROJECT HIGHLIGHTS

- Shenandoah Community School District, Shenandoah, IA, Commissioning of HVAC and Lighting Controls for Phase I High School Renovation
- Ottawa Township School District, Ottawa, IL, Life Safety Work, Retro Cx and Commissioning
- Bourbonnais Elementary SD 53, Bourbonnais, IL, Noel Levasseur Elementary HVAC Upgrades
- Green County Community School District, Jefferson, IA, 125,000-sf New High School Complex
- School District of Jefferson, Jefferson, WI, 125,000-sf High School Expansion and 125,000-sf Renovation, Including Geothermal and Indoor Pool
- McLean County UD 5, Bloomington, IL, 140,000-sf New George Evans Middle School with Geothermal
- Indiana University - Bloomington, Bloomington, IN, 99,608-sf Historic Franklin Hall Renovation, Including State-of-the-Art School of Media Classrooms and Administrative Offices
- Triton College, River Grove, IL, 16,650-sf Health and Sciences Facility Expansion and 55,150-sf Renovation, **LEED Silver**
- University of Pikeville, Pikeville, KY, 100,000-sf New Health Professional Education Facility
- University of Kentucky, Lexington, KY, 230,000-sf New Academic Sciences Laboratory Building
- Washington University School of Medicine, St. Louis, MO, 200,000-sf New Couch Research Lab, **LEED Gold**

Experience

30 Total, 17 with IMEG

Education

University of Maryland, BS Mechanical Engineering

Registrations

Professional Engineer

Michigan (6201050190), Missouri (2021017784)

Fire Protection Engineer

Missouri (2021017784)

Certifications

ACG Certified Commissioning Authority

Affiliations

ASHRAE

American Society of Healthcare Engineers

ACG

Presentations & Publications

ASHE Region 6 2012

Healthcare Building Ideas, "Energy

Conservation Comparisons", 2011

Association of Midwest Museums,

"Optimizing Energy Performance in a Museum Environment," 2014

Awards

Museum at the Gateway Arch

- ENR Best of the Best Project Award, Cultural Category, 2020
- ASHRAE ENR Global Best Project Award, Cultural Category, 2019
- ENR Midwest Best Project Award, Cultural Category, 2019
- ACEC Missouri Grand Award, 2019

PROPOSED TEAM RESUMES

Erik Riesselman

SENIOR COMMISSIONING AUTHORITY

Erik is located in our Des Moines office and will be the Cx Project Manager and will develop the commissioning plan, commissioning schedule, lead Commissioning meetings and will manage the IMEG commissioning team resources. He will lead Cx Alloy commissioning software implementation in executing the commissioning process. He will oversee develop of the functional performance test forms and Commissioning issue management. Erik brings 30 years of construction experience to the commissioning team. Erik joined IMEG in the fall of 2007 as part of the construction administration team before transitioning to the commissioning team in 2021. Prior to joining IMEG, Erik spent 13 years in the electrical contracting, design-build industry where he worked his way from Journeyman Electrician, to Project Estimator and Project Coordinator. Those projects ranged from higher education, healthcare, food & beverage handling, and industrial grain processing. With this vast experience, Erik understands the construction process and how to communicate effectively with various trades. His strong technical background, coupled with practical experience, allows him to tackle the challenges that make every project unique.



Experience

30 Total, 17 with IMEG

Accreditations

Journeyman Electrician 2000

PROJECT HIGHLIGHTS

- Shenandoah Community School District, Shenandoah, IA, Commissioning of HVAC and Lighting Controls for Phase I High School Renovation
- City of Oskaloosa, Oskaloosa, IA, Education and Recreation Center, Commissioning
- Baxter Community School District, Baxter, IA, Demolition of Two Buildings and 25,000-sf New Office/Classroom
- Des Moines Public Schools, Des Moines, IA, 51,000-sf Martin Luther King Elementary School Renovation
- Knoxville Community School District, Knoxville, IA, 25,000-sf 700-Seat Knoxville Performing Arts Center High School Addition
- Northwood Kensett Community School District, Northwood, IA, 38,000-sf New Viking Athletic/Wellness Center
- Prairie City Monroe Schools, Monroe, IA, 3,200-sf High School Wrestling Room Addition and 1,200-sf Restroom Addition
- Story Community School District, Roland, IA, 9,800-sf Middle Roland School Renovation and 6,100-sf Expansion
- West Des Moines Community School District, West Des Moines, IA, 207,000-sf High School Expansion, Including Auditorium, Classrooms, Kitchen/Dining Area, and Science Labs
- Drake University, Des Moines, IA, 40,000-sf New Math, Science, and Education Classroom and Office Building, Two Green Globes
- IKM-Manning Community School District, Manning, IA, Elementary School Addition and Middle School Remodel
- Iowa State University - Facilities Planning and Management, Ames, IA, New Student Innovations Center Dust Collection System

PROPOSED TEAM RESUMES

Jaime Olivas, CPQP

SENIOR CX AUTHORITY



Jaime is a Senior Cx Authority and a Certified in Power Quality Professional with more than 33 years of experience in design and commissioning. He has done electrical commissioning for data centers, medical, laboratory, corporate, commercial, government, and industrial facilities. He has done preliminary design and schematics, produced construction drawings and specifications, coordinated and directed members of the design team, worked closely with clients, conducted field investigations of existing facilities, and provided construction observation services. Jaime has extensive experience in commissioning and design of data centers, hospitals, commercial buildings, stadiums, and laboratory spaces with bio safety requirements.

PROJECT HIGHLIGHTS

- Northwood Kensett Community School District, Northwood, IA, 38,000-sf New Viking Athletic/Wellness Center, Commissioning
- DePaul Preparatory High School, Chicago, IL, 127,000-sf West Wing Renovation and 50,000-sf Expansion Phase 1, Commissioning
- Glenview School District 34, Glenview, IL, 2021 Referendum Phase 1, Including Three Elementary Schools and One Middle School, Commissioning
- Greene County Community School District, Jefferson, IA, 90,000-sf Middle School Renovation, Commissioning
- Walker Hackensack Akeley School District, Walker, MN, Level IV School Commissioning to Meet Minnesota Department of Education Requirements
- Illinois Central College, East Peoria, IL, 27,000-sf New Career Technology Building - Commissioning
- Joliet Public Library, Joliet, IL, 2020 Renovations, Commissioning
- City of Rockford, IL, 68,000-sf New Replacement Library
- Palatine Public Library, Palatine, IL, Library Renovations for Additional Study Rooms and Meeting Spaces
- St. Charles Public Library District, St. Charles, IL, 7,300-sf Addition and 56,700-sf Renovation, Commissioning
- University of Chicago, Chicago, IL, 100,000-sf New Rubenstein Forum, LEED Gold, Commissioning
- Western Illinois University, Macomb, IL, 100,000-sf New Performing Arts Center, Pursuing LEED Silver, Commissioning

Experience

33 Total, 4 with IMEG

Education

Hennepin Technical College, AA Electrical Design

Certifications

Certified Power Quality Professional

Awards

Certified Pentagon Renovation Team - Outstanding Dedication and Support of Pentagon Projects 2004

Minneapolis Institute of Arts (Target Addition) - Outstanding Design and Construction Support 2003-2006

SECTION 3

PROJECT EXPERIENCE & REFERENCES

EXPERIENCE PROJECTS AND REFERENCES

SHENANDOAH COMMUNITY SCHOOL DISTRICT SHENANDOAH HIGH SCHOOL

SHENANDOAH, IA

HIGH SCHOOL RENOVATION

IMEG was hired by the Shenandoah Community School District to be the Commissioning Authority for the Phase 1 High School Renovation project in 2019. The project included a new central heating and cooling plant, new HVAC systems in select areas of the school and new HVAC controls for the new and existing HVAC equipment in the entire building. Also included in the project was 67,000 sf of light fixture and lighting controls replacement.

IMEG was able to leverage our extensive knowledge of school design to the design review and have open discussions with the Engineer of Record on the humidity control sequences.

As is often the case with school renovations, fitting all of the work in during the summer break proved to be a challenge. The team had to be flexible and collaborative to keep the process rolling and minimize the impact to the students and staff. IMEG received a letter of appreciation from the Construction Manager, Carl A Nelson & Co.

The following new and existing equipment were part of the project:

- Two (2) new boilers sized to handle the Phase II CTE and a gym addition
- One (1) new chiller sized to handle the Phase II CTE and a gym addition
- Six (6) hydronic pumps sized to handle the Phase II CTE and a gym addition four (4) of which will be served by variable frequency drives
- Two (2) new make-up air units for chemistry and family and consumer science rooms
- One (1) dedicated outdoor air system (DOAS) for the locker rooms which will replace the current exhaust fans.
- Fifteen (15) fan coil units (FCU)
- Nine (9) fan coil units/unit ventilators (FCU/UV)
- Twenty-two (22) unit ventilators (UV)
- Eight (8) air handling units (AHU)
- Five (5) relief air dampers controlled by one controller and building static pressure instrument
- Twenty-three (23) exhaust fans; and
- Nine (9) roof top units (RTU).



SIZE	91,275-sf
COST	\$6 million
COMPLETION	2021
SERVICES	Commissioning
REFERENCE	Cindy Larson Carl A. Nelson & Company T: 319.754.6037 E: clarson@carlanelsonco.com

EXPERIENCE PROJECTS AND REFERENCES

ST. LOUIS PARK SCHOOL DISTRICT 283 MULTIPLE SCHOOLS

ST. LOUIS PARK, MN

RENOVATIONS AND UPGRADES

Following the approval of the SLPPS 2017 Bond Referendum, IMEG was employed to provide Design and Commissioning of all MEP updates. The referendum provided chillers and air handlers to three elementary schools (Aquila, Hobart, Lindgren) where none had previously been installed. Addition and renovation of the Park Spanish Immersion Elementary. Kitchen renovations at all four elementary schools. Complete renovations and updates to the Central Building, including Early Childhood Development and Administrative areas.

There were multiple phased additions and renovations to the High School, including new Administrative Offices, State of the art Weight and Fitness Area, HVAC upgrades, and addition of chillers. There will also be an addition and renovation to the cafeteria and Link spaces. MEP Design was also provided for the Middle School but this school was not commissioned by IMEG. Commissioning was provided in accordance with Owner Project Requirements.

The following equipment/systems were commissioned:

- Heating Hot Water Systems
- Chilled Water Systems
- HVAC Systems
- Domestic HW Systems
- Testing, Adjusting and Balancing Work
- Lighting Control Systems
- Building Automation Systems



SIZE	Multiple buildings
COST	\$100 million
COMPLETION	2022
SERVICES	MEP Design, Building Commissioning of MEP
REFERENCE	St. Louis Park School District 283 6425 West 33rd Street St. Louis Park, MN T: 952.928.6000

EXPERIENCE PROJECTS AND REFERENCES

LASALLE ELEMENTARY SCHOOL DISTRICT LINCOLN JUNIOR HIGH

LASALLE, IL



REMODEL AND RENOVATION OF HIGH SCHOOL

IMEG was hired by LaSalle Elementary School District #122 to provide engineering services for an extensive remodeling and renovation project of Lincoln Jr High School, which included renovation of 23,000 s.f. of their existing school campus. Areas of renovation included a new commercial kitchen and serving lines, cafeteria, science lab, multiple classrooms, work rooms, nurses' office, restrooms, administration/district offices and a media room.

The design included two high efficiency VRF systems that provide targeted temperature control for spaces including the cafeteria and public spaces. Dedicated Outdoor Air Units provide ventilation for the area with energy recovery. High Efficiency replacement lighting also helped reduce energy costs for the school.

IMEG provided Mechanical, Electrical, Plumbing and Structural Engineering services as well as IECC required commissioning. As with many school projects, timing was critical in the short summer construction window. IMEG CA and Cx services helped get the project completed and school reopened on time.

Systems Designed and Commissioned:

- 1 Kitchen Fan
- 1 MAU
- 14 indoor VRF units
- 2 VRF Cond. Units

- 1 DOAS
- 2 RTUs
- 30 Terminal Air Units
- 3 Cab Heaters
- 2 Fin Tube
- 3 Convector
- 1 Unit Heater
- 5 General Exhaust Fans
- 1 Split System
- 3 Domestic Water Heaters
- Lighting Controls

SIZE	23,000-sf
COST	\$5 million
COMPLETION	2018
SERVICES	MEPS Design, Commissioning
REFERENCE	Matt Lamps BCA Architects, Ltd. T: (815) 434-0108

EXPERIENCE PROJECTS AND REFERENCES

OLATHE SCHOOL DISTRICT WEST HIGH SCHOOL

OLATHE, KS

NEW HIGH SCHOOL

IMEG provided commissioning services for the Olathe School District's design/bid/build new high school project. The three-story, 370,000-sf high school was constructed with a non-performing construction manager responsible for administering all district contracts, including the three pre-purchased equipment contracts for variable refrigerant flow, dedicated outdoor air, and rooftop equipment.

The new high school features administrative offices, flexible classroom space, green technology classroom, performing arts/black box theatre, multiple gymnasiums, atrium, cafeteria, library, and greenhouse. A new football stadium, tennis courts, and track and soccer fields are also on the site.

The design included highly-integrated technology and adaptive/flexible furniture to allow staff to better utilize teaching spaces to meet individual student needs.

IMEG provided the district with custom commissioning services including site observations paired with commissioning meetings, submittal reviews, functional testing, integration coordination, issues log management, training provided by the commissioning agent, and a final report with recommendations for future building energy and control optimizations. Through IMEG's commissioning process, more than 350 deficiencies were identified and resolved.

Main systems commissioned included:

- Building automation/integration
- Variable refrigerant flow/fan coils
- Dedicated outside air
- Single-zone/multi-zone rooftops
- Energy recovery rooftop
- Air terminals/makeup air units
- Unitary heating & cooling
- Water reclaim
- Domestic hot water storage
- Domestic water boosting
- Network lighting/
- Daylighting control
- Perimeter & lot lighting
- Vacancy sensors
- Energy metering
- Fire alarm systems



SIZE	370,000-sf New
COST	\$80 million
COMPLETION	2017
SERVICES	Commissioning
REFERENCE	Greg Thomason, Construction Manager T: 913.780.7011 E: thomasong@olatheschools.org

SECTION 4

FEE

FEE PROPOSAL



December 18, 2024

Cindy Larson
Carl A. Nelson & Co. - Burlington
Via Email clarson@carlanelsonco.com

Re: Proposal for Services
Shenandoah County Public Schools
K8 New Central Plant
Shenandoah, Iowa

Dear Cindy,

Thank you for the opportunity to submit a Proposal for Commissioning services for the Shenandoah K8 New Central Plant Project in Shenandoah, Iowa.

A detailed scope of services, assumptions, compensation, additional services, and terms and conditions are included in the attached Proposal for Services.

We look forward to working with you on this project and appreciate the opportunity to be of service. Please contact me at michael.j.vandenberg@imegcorp.com if you have any questions. Thank you.

Michael Vanden Berg, PE, CxA
Senior Commissioning Engineer

FEE PROPOSAL

Proposal for Services

PROJECT DESCRIPTION

This Proposal is for Mechanical/Electrical/Plumbing (MEP) Systems Commissioning Services for the new Central Plant serving the K8 Building.

Project Schedule

We will complete our services in coordination with Carl A Nelson & Co. We understand that the expected schedule is as follows:

90% CD Review Drawings and SpecificationsJanuary 10, 2025
 Bid Documents Issued for BiddingJanuary 20, 2025
 Construction Start.....June 2025
 Substantial Completion.....August 2025

1. COMMISSIONING SCOPE

IMEG will comply with the scope requirements as identified in the Request for Proposal and to comply with IECC 2012. The following description of services confirms this intent and provides some additional information.

Systems To Be Commissioned

Based on review of the RFP information, including project drawings dated December 2, 2024, we have estimated the following commissioned systems, equipment, and quantities.

Equipment/System	Quantity	Sampling Strategy*
Boilers	2	
Cooling Towers	1	
Pumps	4	
Glycol Feed System	1	
Controls	System	All New Controls
Exterior Lighting Control	System	

* All equipment will be commissioned at 100% unless noted otherwise

Verification of the commissioned equipment and systems consists of testing to confirm they perform the intended functions through various modes of operation. Tests are typically performed by overriding temperature, flow, and pressures, or adjusting setpoints in the building control system (or at the local controls for standalone controlled equipment) to simulate conditions in the sequence of operations. The response of the system will be observed at the graphic workstation or in the field, and documented on test procedure forms.

FEE PROPOSAL

We propose the following scope of work from design through occupancy phases:

Design Phase

Coordinate with the Construction Manager and Design Professional and oversee the commissioning process during design.

Review project Design Narratives document for clarity and completeness.

Coordinate and integrate commissioning requirements into the project specifications prepared by the Project Architect and Engineer of Record.

Provide sample system readiness form and Functional Performance scripts for issue with Bid Documents. (CX Alloy or comparable software program)

Develop and implement a Commissioning (Cx) Plan meeting IECC requirements.

Perform a quality control design review of the CD Documents. Reviews shall verify system control sequences against one-line diagrams, flow diagrams, and equipment details and specifications.

- a. Identify opportunities for building operations and maintenance efficiencies (i.e., Equipment accessibility, system control, etc.)
- b. Identify opportunities for efficiencies in utility usage.

Perform quality reviews at the following benchmarks:

- ~~a. Design Development Documents~~
- b. 90% Construction Documents
- c. Final Construction Documents

Participate in the following design review meetings. The primary function of the CxA is to note deviations and conflicts between the design documents, code requirements, and industry best practices.

- ~~a. One Design Development Review meeting~~
- b. One 90% Construction Documents review meeting

Perform a back-check of each subsequent design submittal to verify the agreed upon commissioning related corrections were implemented.

Create system sequencing flowchart. Flowchart shall graphically indicate the logical system, equipment, and component startup and commissioning sequence to maximize efficiency. Trade Contractors shall be responsible for task durations. Transmit flowchart to the Construction Manager for coordination with the contract documents.

Construction Phase

Conduct four commissioning meetings and distribute minutes to the commissioning team (Owner, design team, and involved contractors).

Conduct one pre- (or early) construction meeting where the commissioning process requirements are reviewed with the commissioning team.

Plan and conduct **three commissioning meetings** and issue a Field Observation Report (FO) to the commissioning team after each meeting.

FEE PROPOSAL

Coordinate the commissioning work with the General Contractor and/or Construction Manager to ensure that commissioning activities are included in their master schedule. We will coordinate and direct commissioning activities in a logical and efficient manner using regular communications and collaboration with all necessary parties.

Perform **three site visits**, as coordinated with the above-mentioned meetings, during construction to observe component and system installations. IMEG will issue a Field Observation (FO) Report after each site visit.

Maintain an Action Items Log.

Develop project and equipment specific checklists based on the project documents, submittals, and lessons learned. These documents will be managed and completed by the contractors, and then accepted by the Commissioning Authority (CxA). Statistically sample completion of construction checklists on a periodic basis to verify the contractor's progress.

Review and comment on selected construction documentation.

- Review relevant RFIs, ASIs, and Change Requests for commissioned equipment/systems.

- Review applicable Trade Contractor submittals concurrent with the Design Professional's review.

- Review air and water test and balance reports and comment to the Engineer of Record.

- Review Operation and Maintenance Manuals. Verify the sections for each commissioned system, piece of equipment, and component contains the necessary information.

- Verify Owner training schedule and format. Refer to ASHRAE Guidelines for expected Standard of Care.

Develop project and equipment specific Functional Performance Test (FPT) procedures based on the project documents, submittals, and lessons learned.

- With necessary assistance and review from installing contractors, we will customize the test procedures and submit to the design and construction teams for review.

- These documents will be executed by the vendors, subcontractors, and IMEG. IMEG will manage and document.

- IMEG will defer acceptance of the related systems and equipment on the Owner's behalf until after successful completion of the FPTs.

Perform Functional Procedures during both the heating and cooling season; however, some overwriting of control values to simulate conditions may be used if appropriate.

- We have included an **allowance of four hours for retesting**.

- Any additional needed retesting will be performed as an **additional service to the Owner**.

- Identify all seasonal testing required and identify in Action Items Log.

FEE PROPOSAL

Transmit to the Construction Manager one (1) electronic copy of Commissioning Documentation to be inserted into the Operation and Maintenance (O&M) manuals for use by the Owner’s personnel in Operations and Existing Building Commissioning activities. A separate Commissioning Systems Manual is not required.

Documentation shall include:

- a. Completed functional test reports, including as-commissioned setpoints, sequence of operation, operating parameters, etc.

Occupancy and Operations Phase

Schedule and verify any deferred seasonal testing by the contractor. We have included an allowance of four (4) hours for seasonal testing.

Develop a Preliminary and a Final Commissioning Report. These reports will be made available to the Owner for issuance to the code official, as required. Our final deliverable will encompass all commissioning project documentation.

A copy of the final report will be made available for the Engineer of Record to submit to the Authority Having Jurisdiction, upon request.

Participate in Owner's "Lessons Learned" meeting.

Schedule and lead a warranty walkthrough two (2) months prior to end of warranty period.

2. ASSUMPTIONS

IMEG will complete the services indicated above, but will require the contractors to operate the systems and provide any required specialized equipment.

IECC focuses on functional testing of installed equipment and systems. We have included three site visits to monitor installation and effectively coordinate with the General Contractor and/or Construction Manager and trades to assess readiness for and to schedule commissioning. We expect most visits will occur in the last 50% of the construction phase when MEP commissioned equipment is installed and made operational. Site visits and meetings required above and beyond what is stated in this Proposal will be addressed with the client and reimbursed at time and material based on the bill rates provided.

IMEG will be given remote viewing access to the building automation system during the testing phase. This allows IMEG to comprehensively evaluate longer term trending of systems performance.

3. COMPENSATION

We propose to provide the commissioning services described above for a fixed fee of \$40,800. The fee by phase is described as follows:

Phase	Fee (\$)
Design Phase	\$ 5,700
Construction and Acceptance Phases	\$ 22,800
Occupancy Phase and Warranty Review	\$ 12,300

FEE PROPOSAL

4. PROJECT EXPENSES

The following direct expenses are included in the above fee:

- Travel expenses and meals and lodging, when required to travel overnight.

5. ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG’s standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

Commissioning of systems, equipment, or quantities not listed in the Proposal.

Field testing, adjusting, and balancing (TAB) or field time to assist TAB contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.

Verifying accuracy or completeness of record documents.

Perform systems level overview training, which provides design intent and systems operations to maintenance personnel.

Support the Owner with development of specific equipment maintenance activities. Coordinate activities within the Owner’s Computerized Maintenance Management System (CMMS).

6. GENERAL

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of **all** terms and conditions of this Proposal will be implied and contractually binding.

Client

Carl A. Nelson & Co. - Burlington

Cindy Larson, Project Manager

IMEG



Michael Vanden Berg, Senior Commissioning Engineer

IMEG Consultants Corp.



Pablo Benitez, Client Executive/Associate Principal

FEE PROPOSAL

Terms and Conditions

1. Definitions:

“**Agreement**” - Collectively IMEG’s proposal, these Standard Terms and Conditions, IMEG’s Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

“**Change Order**” - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

“**Client**” - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

“**Day(s)**” - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

“**IMEG**” - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

“**Losses**” - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

“**Party**” - Each of IMEG and Client; “**Parties**” means IMEG and Client collectively.

“**Project**” - The specific project for which Services are performed pursuant to this Agreement.

“**Project Owner**” - The party responsible for the initiation, funding, and oversight of the Project.

“**Services**” - The services or work performed by IMEG in any office location for Client on the Project.

“**Standard Hourly Rates**” - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location (“**Standard of Care**”). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG’s negligence as defined in Section 11, throughout the Project’s duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client’s other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG’s personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor’s work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor’s or subcontractor’s performance or the failure of contractor’s or subcontractor’s work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG’s Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney’s fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Service: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG (“**Instruments of Service**”). Upon Client’s payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the

FEE PROPOSAL

Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$100,000.00. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12. Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

FEE PROPOSAL

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

Rev. 09.2024

Owner Change Order

Project:

24-046 Shenandoah K8 Roof & HVAC
 Shenandoah Comm. School Dist.
 Shenandoah, IA

Owner CO: 1

Date: 12/31/2024
Contract No.: 2404601 Shen K8 Roof and HVAC Precon
Contract Date: 9/9/2024

To Construction Manager:

Carl A. Nelson & Company
 1815 Des Moines Ave.
 Burlington, IA 52601

C.O. Description: SVPA Additional Services

The Contract is changed as follows:

<u>CR#</u>	<u>Change Request Description</u>	<u>Amount</u>
1	Additional design services for skylights, storefront windows and exterior finishes_Amendment	\$4,200.00

The referenced Change Requests are incorporated into this Owner CO.

The original Contract Amount was	\$85,700.00
Net change by previously authorized Owner COs	\$0.00
The Contract Amount prior to this Owner CO was	\$85,700.00
The Contract shall be increased by this Owner CO in the amount of	\$4,200.00
The new Contract Amount including this Owner CO shall be	\$89,900.00
The Contract Time shall be unchanged.	

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER AND OWNER.

CONSTRUCTION MANAGER:
 Carl A. Nelson & Company
 1815 Des Moines Ave.
 Burlington, IA 52601

OWNER:
 Shenandoah Comm. School Dist.
 304 West Nishna Road
 Shenandoah, IA 51601



(Signature)
 Chris Smith, President

By 12/31/24

Date

(Signature)

By

Date

Change Request

To: Dr. Kerri Nelson, Superintendent
Shenandoah Comm. School Dist.
304 West Nishna Road
Shenandoah, IA 51601
Ph: (712)246-1581

Number: 1
Date: 12/31/24
Project: 24-046 Shenandoah K8 Roof & HVAC

Shenandoah, IA

Contract:

Change Description: Additional design services for skylights, storefront windows and exterior finishes_Amendment 1

The following are the Scope of Work, pricing and schedule for this Change Request:

After reviewing the existing conditions and details of the roof, it was determined additional services would be necessary for a good product.

1. The way the roof is detailed under the skylights and the age of the skylights, it is highly recommended to replace the curb mounted skylights for a water tight installation. This change request includes detailing around the skylights and specifying new replacement skylights.
2. A similar detail is occurring at the storefront windows above the cafeteria. The storefront window glazing seals have failed and the gaskets around the storefront aluminum has failed. Based on the age of the storefront and lack of documentation on the make and model of the storefront makes identifying replacement parts difficult. This change request is for the design of new storefront windows the same size and shape as the existing windows around the cafeteria.
3. Finally, EIFS is not considered a durable exterior finish and detailing between the EIFS and storefront windows could be contributing to leaking. This change request is for the design team to detail flashing around the window openings after the removal of the EIFS, add new wall insulation and metal wall panels at the clerestory around the cafeteria.

The total price change to complete this Change Request is..... \$4,200.00
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

This Change Request pricing and schedule are firm and subject to acceptance through January 06, 2025. After this date this Change Request pricing and schedule are subject to adjustment.

Submitted by: Cindy Larson, Carl A. Nelson & Company
clarson@carlanelsonco.com
(319)754-6037

Approved by: _____
Date: _____



1815 Des Moines Ave.
Burlington, IA 52601

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Change Request 1 Price Breakdown Continuation Sheet

Change Description: Additional design services for skylights, storefront windows and exterior finishes_Amendment
1

Description	Labor	Material	Equipment	Subcontract	Other	Price
SVPA Architects Inc.: Additional design services for skylights, storefront windows and exterior finishes				\$4,200.00		\$4,200.00

Subtotal: \$4,200.00

Total: \$4,200.00

December 16, 2024

Cindy Larson, Project Manager
Carl A. Nelson & Company
1815 Des Moines Ave.
Burlington IA 52601

RE: Fee Amendment No. 1 – Additional Scope for Skylights, Clerestory Storefront & Metal Siding

Dear Cindy,

In accordance with Article 4 Additional Services of the AIA C404 Agreement we are notifying Carl A Nelson & Company of the need to perform Additional Services. The District has requested that the existing skylights be replaced, aluminum storefront windows at the clerestory be replaced, and EIFS be removed and replaced with metal wall panels. This will require additional drawing details and specification sections that were not anticipated in the original scope of work. Based on our review of the estimated hours required to perform this work we are requesting a fee amendment of \$4,200. The Compensation listed in Article 10 shall be increased from \$19,000 to \$23,200. Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Vitus Bering".

Vitus Bering AIA, President

Approved by: _____

Date: _____