

Shenandoah Community School District
 Shenandoah CSD Board of Directors will be meeting electronically
<https://zoom.us/j/187056092>
 March 23, 2020 – 5:00 p.m.
 Special Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Consent Agenda

- a. Personnel Requests:

Contracts 2020-21:

Stephanie Cran	HS Math Teacher	BA Step 1
William Flowers	8 th Grade Math	BA Step 8
	Asst. HS Football	

Resignations:

Madison Johnson	4 th Grade Teacher	effective end of school year
Monte Munsinger	K-8 Principal	effective June 30, 2020
Tiffany Stanton	K-12 Strat 2 BSP Teacher	effective end of school year

4. Action Items

- a. Approve Systems Management & Balancing for the Testing, Adjusting, and Balancing Service
 - b. Approve C103-2015 Contract with Systems Management & Balancing Inc.
 - c. Approve Pandemic Response and Emergency Suspension of Policy
 - d. Discuss & Approve Change Order Process During Construction
 - i. Options:
 1. CA Nelson recommends granting Superintendent authority to approve changes as long as it does not exceed the contingency in the approved budget.
 2. Grant Superintendent authority to approve individual project changes up to \$25,000.

5. Informational Items

Next Regular Meeting – April 13, 2020 at 5:00 p.m.

6. Adjournment

Work Session – No Pending Action

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Discussion Items
 - a. FY21 Budget
4. Adjournment

March 20, 2020

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

RE: High School Renovations – Testing, Adjusting, and Balancing (TAB)
Proposal Results and Recommendations

Dear Dr. Nelson:

We received four (4) proposals for the Testing, Adjusting, and Balancing Service for the referenced project. We reviewed the proposals with DLR and IMEG and previous experience with our team members and the consensus is to recommend engaging System Management and Balancing, Inc. for this project. The following is a listing all of the proposals in the order of our recommendation for award.

1. System Management and Balancing, Inc. - \$29,760
 - a. The proposal is complete and professional.
 - b. Their proposal clearly demonstrates an understanding of the project and have a clear approach to this specific project.
2. Air and Fluid Management - \$16,000
 - a. The proposal appears to meet all of the requirements of the RFP.
 - b. Based on the proposal, it is not clear they thoroughly reviewed or understand the project fully. They did not address the specifics of this project such as working with the existing HVAC systems. They provided a generic project approach.
3. The Waldinger Corporation - \$39,132
 - a. The proposal did not address any of the certification requirements of the individuals working on the project, resumes, references, or demonstrate an understanding of the project.
 - b. The proposal was determined to be non-responsive.
4. BalCon - \$4,481
 - a. The proposal did not address any of the certification requirements, resumes, references, or demonstrate an understanding of the project.
 - b. The proposal was determined to be non-responsive.

We recommend System Management and Balancing, Inc. for the project with a lump sum price of \$29,760 which is less than our budget of \$50,000 for this work. This budget is shown in Phase I Renovation Budget Detail, Line Item 320 "HVAC Test and Balance". Attached is proposed contract for Systems Management and Balancing, Inc.

Sincerely,



Cindy Larson
Project Manager

Enclosure

C103-2015 Standard Form of Agreement Between Owner and Consultant



AIA[®] Document C103[™] – 2015

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

AGREEMENT made as of the 23 day of March in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601
Phone: (712) 246-1581
Fax: (712) 246-3722

and the Consultant:
(Name, legal status, address, and other information)

Systems Management & Balancing, Inc.
925 SE Olson Drive
Waukee, IA 50263
Phone (515) 987-2825
Fax (515) 987-5036

Construction Manager
Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601
Phone: (319) 754-8415
Fax: (319) 753-2208

Consultant's discipline:

Testing, Adjusting and Balancing Consultant

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Shenandoah Community School District
High School Renovation, Testing, Adjusting, and Balancing
Shenandoah, Iowa

Testing, Adjusting, and Balancing as defined in the Testing, Adjusting, and Balancing Services on March 9, 2020 Request for Quotation to the Shenandoah Community School District.

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

DLR Group Drawings and Specifications:

- Shenandoah High School Renovations, drawings, dated December 18, 2019
- Shenandoah High School Renovations, specification Volume 1, dated December 18, 2019
- Shenandoah High School Renovations, specification Volume 2, dated December 18, 2019

Retro Commissioning Report, dated August 21, 2019

Preliminary Schedule, Version 11, ADD1

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction. The Construction Manager will coordinate the work and manage the Contract on behalf of the Owner.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

N/A

.2 Date for commencement of construction:

June 3, 2020

.3 Substantial Completion date:

September 2020

Init.

AIA Document C103™ – 2015. Copyright © 2015 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:36:38 ET on 03/19/2020 under Order No.3124882494 which expires on 04/20/2020, and is not for resale.

User Notes:

(842228024)

.4 Other milestone dates:

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

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Refer to March 9, 2020, Testing, Adjusting and Balancing Proposal to the Shenandoah Community School District from Carl A. Nelson & Company and subsequent clarifications for the scope of service.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

(List name, address, and other information.)

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

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

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

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

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

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

Init.

/

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

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than \$500,000

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

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

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>
Construction Phase Tasks	As defined by the Preliminary Schedule and Specification 230593 TAB for HVAC
Verify Balance Conditions, make corrections	3 months after Substantial Completion
Post Occupancy Adjustments	10 months after Substantial Completion
Peak Winter/Heating TAB review	January 2021
Peak Summer/Cooling TAB review	If needed (Summer 2021)

ARTICLE 3 ADDITIONAL SERVICES

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

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written

Init.

authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

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

(List name, address, and other information.)

Dr. Kerri Nelson, Superintendent
Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601
nelsonk@shenandoah.k12.ia.us
Phone: (712) 246-1581

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

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

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

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations,

Init.

including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

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

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 6.3 Arbitration

§ 6.3.1 NOT USED

§ 6.3.1.1 NOT USED

§ 6.3.2 NOT USED

§ 6.3.3 NOT USED

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 NOT USED

§ 6.3.4.2 NOT USED

§ 6.3.4.3 NOT USED

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Twenty-Nine Thousand, Seven Hundred Sixty Dollars (\$29,760)

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

Based on agreed upon lump sum authorized in writing before additional services are performed.

§ 8.3
(Paragraphs deleted)
NOT USED
(Table deleted)

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below.
(Insert rate of monthly or annual interest agreed upon.)

Interest rate specifically set by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

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

§ 8.6 NOT USED

§ 8.6.1
(Paragraphs deleted)

NOT USED

§ 8.6.2 NOT USED

§ 8.6.3
(Paragraphs deleted)

NOT USED

§ 8.6.4 NOT USED

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

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

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

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

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

.2 Scope of Services Exhibit(s) listed in section 2.1

.3 Other documents:

Testing, Adjusting and Balancing Request for Quotation, Dated March 9, 2020

DLR Group Drawings and Specifications (Conformed for Addenda 1-7):

- Shenandoah High School Renovations, drawings, dated December 18, 2019
- Shenandoah High School Renovations, specification Volume 1, dated December 18, 2019
- Shenandoah High School Renovations, specification Volume 2, dated December 18, 2019

Retro Commissioning Report, dated August 21, 2019

Preliminary Schedule, Version 11, ADD1

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

Shenandoah Community School District

OWNER *(Signature)*

Board President

(Printed name and title)

CONSULTANT *(Signature)*

(Printed name and title)

Init.

March 9, 2020

Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601

RE: Shenandoah High School Renovations
Testing, Adjusting and Balancing Request for Quotation

The Shenandoah Community School District (hereinafter known as Owner) is seeking statements of qualifications and quotation from qualified providers to provide Testing, Adjusting and Balancing (TAB) for HVAC Services as described herein. The Owner is hiring the TAB consultant as a professional service.

PROJECT TEAM

The selected Respondent will join a Project Team which will include the Owner, Construction Manager – Carl A. Nelson & Company, Commissioning Agent - IMEG and Construction Contractors – Rasmussen Mechanical Services for the Mechanical Bid Package, and Controls Management Inc. for HVAC Controls Bid Package. All of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for their mechanical systems.

BACKGROUND

The Shenandoah High School was built in 1966 and originally consisted of 72,631 sf. In 1985, a 13,288 sf two story auditorium was added to the west end of the school and in 2008, a 5,356 sf safe/wrestling room was added to the east end of the school for the current total of 91,275 sf.

The last major MEP upgrade to the school was completed in 2005 and included a new LON based HVAC control network. Subsequent to this project, the district wide building automation system was upgraded to a BACnet system which included replacing only the high school's building controller. The renovation project includes all new HVAC BACnet compatible controls replacing existing non-BACnet compatible controls and wiring for the building using the existing building controller.

PROJECT DESCRIPTION

The Owner is soliciting qualifications from firms to provide Testing, Adjusting and Balancing for HVAC Services. The Owner is performing the following construction activities relating to the High School Renovation and this RFQ:

- A. A new central heating and cooling plant sized to handle the original 1966 school and a future CTE addition, new HVAC systems in select areas of the school and new HVAC controls for the new and existing non-BACnet controls for HVAC equipment in the entire building.
- B. Hydronic and air TAB is required for the new equipment. The high school has the following new equipment:
 1. Two (2) new boilers sized to handle the future CTE addition;
 2. One (1) new chiller sized to handle the future CTE addition;
 3. Four (4) hydronic pumps sized to handle the future CTE addition which will be served by variable frequency drives;
 4. Two (2) replacement exhaust fans for the science rooms;
 5. One (1) new make-up air unit for the family and consumer science rooms; and

6. One (1) dedicated outdoor air system (DOAS) for the locker rooms which will replace the current exhaust fans.
- C. Hydronic and air TAB is required for the existing equipment. The high school project has the following modifications to existing HVAC equipment:
1. The following equipment has LON based controllers which will be replaced with BACnet controllers and thermostats:
 - a. Fifteen (15) fan coil units (FCU);
 - b. Nine (9) fan coil units/unit ventilators (FCU/UV);
 - c. Twenty-two (22) unit ventilators (UV);
 - d. Eight (8) air handling units (AHU);
 - e. Six (6) relief air dampers controlled by controllers and building static pressure instruments;
 - f. Eight (8) exhaust fans; and
 - i. Nine (9) roof top units (RTU).
 2. Most of the UV, FCU/UV and FCUs have three-way control valves on the hot water system that will be replaced or modified to operate as two-way valves. The local manual fan control will be automated.
 3. The sequence of operations for the UV and FCU/UV will be modified to incorporate two or three speed fan control and demand control ventilation.
 4. There are up to five (5) existing exhaust fans which are manually controlled that will be automated and three (3) existing exhaust fans that will be monitored as part of this project.
 5. There are seven (7) packaged roof top units currently monitored by the LON control system and will be converted to the BACnet network.
 6. There are two (2) roof top units in the Auditorium that are not currently monitored by the LON controls will not be converted to the BACnet network and will be outside of the scope of the TAB consultant.
- D. Below is reference information relevant to the high school renovation project that the TAB should become familiar with.
1. The high school has been experiencing humidity issues in certain areas. A limited scope retro commissioning of the existing HVAC system was completed in the summer of 2019 by Midwest Testing Services to help define the scope of the renovation project. The retro-commissioning report dated August 21, 2019 is provided for reference.
 2. Specification **Section 019100** – Commissioning, IMEG Commissioning Plan issued in Volume 1 specifications book.
 3. Specification **Section 230593** – Testing, Adjusting and Balancing for HVAC, issued by DLR Group for this project, is included in the Volume 2 specifications book.
 4. Drawings by DLR dated December 18, 2019, and conformed thru Addenda 1-7.

PROPOSED SCHEDULE:

- A. Proposal Schedule
1. Issue Request for Quotation: March 9, 2020
 2. Deadline for Clarifications and Questions regarding RFQ: March 16, 2020
 3. Proposals Due: March 18, 2020, 5:00 p.m. received at clarson@carlanelsonco.com.
 4. Board Approval: March 23, 2020

B. Construction Schedule*

1. Construction Commencement: June 3, 2020.
2. Construction Completion: September 18, 2020.
3. Peak heating TAB: Winter 2021
4. Peak cooling TAB: Summer 2021
5. Balance Review: 3 Months after Substantial Completion
6. Warranty Period Adjustments: 10 Months after Substantial Completion.

**Refer to attached Preliminary Schedule for more details regarding the construction schedule.*

PROPOSAL PROCEDURES

The successful Respondent will be a highly qualified professional with experience in the type of work required by this RFQ. Respondent is required to maintain all certifications (AABC or NEBB) necessary to perform the services outlined in this RFQ, with must have experience with school construction projects. The Respondent will be selected based upon demonstrated competence and qualifications to provide the services outlined herein. Owner is not required to enter into any contract, nor accept any terms proposed by Respondent.

Carl A. Nelson & Company (CANCO), will be the Owner's Representative, and will oversee and provide coordination for this Program. The Owner reserves the right to add, delete, and modify scope at any time during the course of the Contract, which may result in changes to staff and resources required.

A. The Owner reserves the right to

1. Accept or reject any or all responses. Waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any submission in order to make the award of the contract in the best interests of the Owner;
2. Before awarding the contract, to require Respondents to submit additional evidence of competence and qualifications or any other information the Owner may deem necessary;
3. Cancel the RFQ or portions therein, without penalty, in the sole discretion of Owner, or issue a revised or amended RFQ;
4. Conduct oral interviews/discussions necessary to select the most highly qualified Respondent(s). The Proposer shall bear all costs associated with preparing the RFP and subsequent interviews.
5. Request clarification and/or correction of Respondent(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
6. Be the sole judge of quality and equality.
7. Make all decisions regarding this RFQ, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFQ.
8. Negotiate terms and conditions including scope, staffing levels, and fees, with the preferred Respondent at the Owner's sole discretion. If agreement cannot be reached with the Respondent, the Owner will terminate negotiations in writing and reserves the right to negotiate with the next highest ranked responder and so on until agreement is reached. When agreement is reached, the Owner will submit its recommendation to the School Board of Trustees for approval and award of contract.

- B. The contract for the Testing, Adjustment and Balancing will be with the Owner on the AIA C103-2015 Standard Form of Agreement Between Owner and Consultant. See attached draft version for terms and conditions, including insurance requirements.

PROPOSAL AND QUALIFICATIONS SUBMISSION

- A. Include the following in a single .pdf file format.
1. List the individual who will be the lead for the TAB scope, with overall responsibility for the project, including attending weekly meetings while TAB is occurring. Briefly describe relevant experience of the proposed team, listing each person's direct involvement in similar projects.
 2. Provide an organization chart indicating proposed project team, including resumes for key staff members.
 3. Describe the project approach - proposed strategies and procedures plan including: appropriate testing during different seasons for both near peak heating and near peak cooling functions; 90 day verification that balanced conditions are being maintained throughout and to correct unusual conditions; process for completing the initial report, status reports and final reports.
 4. Provide a minimum of three (3) project references, with contact information, completed by the proposed TAB staff.
 5. Provide managing office location.
 6. Provide a Certification of Compliance with Iowa Code Section 692A.113
 7. Provide pricing information in the following format:
 - i. Lump Sum to complete the work as described in this RFQ and Specification 230593 Testing, Adjusting and Balancing for HVAC.
 8. Firms shall submit one (1) electronic copy of the requested material.

RESPONDENTS' PROPOSALS ARE DUE NO LATER THAN 5:00 PM WEDNESDAY, MARCH 18, 2020.

Submit electronically to: clarson@carlanelsonco.com

PROPOSAL EVALUATION AND AWARD

- A. The Owner will consider and evaluate the following proposal components:
1. Firm experience, qualifications, and ability to react to changing workloads.
 2. TAB team experience, qualifications, and accreditations. Key support personnel experience and qualifications.
 3. Project approach.
 4. Firm office location/Staff home office location(s).
 5. Proposal quality.
 6. Proposed fee.

Shenandoah HS RFQ
March 9, 2020

Should you have any questions or comments, please contact:

Cindy Larson,
Carl A. Nelson & Company
clarson@carlanelsonco.com
319-754-6037

Enclosed (click on links to download):

[Shenandoah High School Renovations Drawings dated 12/18/2019, conformed](#)

[Shenandoah High School Renovations Specification Volume 1 dated 12/18/2019, conformed](#)

[Shenandoah High School Renovations Specification Volume 2 dated 12/18/2019, conformed](#)

[Retro-Commissioning Report, dated August 21, 2019](#)

[Preliminary Schedule, Version 11, Addendum 1](#)

[AIA C103 Agreement Between Owner and Consultant](#)

[Certification of Compliance with Iowa Code Section 692A.113](#)

Resolution – Pandemic Response and Emergency Suspension of Policy

WHEREAS, Iowa Code Ch. 279.8 authorizes local school boards to govern their respective districts, including adopting policies for their own governance; and

WHEREAS the Board may, by formal, action suspend or rescind board policy as deemed necessary, appropriate or in the best interests of the District; and

WHEREAS, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national state of emergency and on March 15, 2020 Iowa Governor Kim Reynolds recommended closure of all public and private K-12 schools in Iowa until April 13, 2020 to contain the spread of COVID-19; and

WHEREAS, on March 17, 2020, Iowa Governor Kim Reynolds declared a State of Public Health Disaster Emergency under the authority granted through Iowa Constitution, Art. IV, §§ 1, 8 and Iowa Code §§ 29C.6(1), 135.140(6), and 135.144 and directed implementation of the Iowa Department of Homeland Security and Emergency Management's Iowa Emergency Response Plan in response to the novel coronavirus (COVID-19); and

WHEREAS, most hourly non-exempt employees will be unable to report to work due to the District's closure and certified contract employees may be asked to work at remote locations to help provide continuity in educational services; and

WHEREAS, it fulfills a public purpose to continue to pay District hourly non-exempt employees during this closure to prevent or contain the spread of COVID-19, to promote morale and to help retain current employees following the closure; and]

WHEREAS, on March 17, 2020 the Iowa Legislature passed and the Governor signed SF 2408 granting waiver of the instructional time requirements in Iowa Code Ch. 279.10 for all public school districts closing before April 12, 2020 in order to prevent or contain the spread of COVID-19; and granting Governor Reynolds the ability to waive instructional time requirements for any public school district which closes on or after April 12, 2020 to prevent or contain the spread of COVID-19; and

WHEREAS, the Iowa Department of Education, which has the authority to establish and interpret graduation requirements, and to oversee other crucial aspects of public education is providing written guidance to Iowa school districts on issues related to COVID -19, including but not limited to student attendance, distance/online learning, high school credit, meal distribution, and other issues; and

NOW, THEREFORE BE IT RESOLVED, that the Shenandoah Community School District Board hereby suspends provisions of its board policies and/or whole policies, as identified by the District Superintendent or designee, if such suspension is necessary to implement written

guidance from state or federal agencies relating to containing COVID-19 for the duration identified in the Governor's State of Public Health Emergency declaration of March 17, 2020, or as otherwise determined by the Board.

BE IT FURTHER RESOLVED that the District Superintendent will consult with and report to the Board as feasible and appropriate regarding the emergency closure and efforts to implement written guidance from health and government agencies.

BE IT FURTHER RESOLVED that the District Superintendent is authorized to close any school facility without further action by the Board of Directors. Such closure shall continue during the emergency created by the COVID-19 pandemic until such time as the Superintendent, in consultation with appropriate health and government authorities, deems it in the best interests of the District and its students to open schools.

BE IT FURTHER RESOLVED that the District Superintendent is authorized, based upon the needs of the District and guidance from health and government agencies, to direct staff assignments during District closures, including but not limited to essential employees who must report to work, employees who may be reassigned, and employees whose services are not needed.

BE IT FURTHER RESOLVED that access to public school grounds and public school buildings of the District may be limited as directed by the Superintendent during District closures.

BE IT FURTHER RESOLVED that certified, exempt employees will remain employed during the school closure and until the number of days expressed on the contract have been fulfilled, unless otherwise approved by the Board. Days that contracted employees do not report for duty onsite or from a remote location, due to closure, do not constitute a fulfilled contract day except to the extent those days are forgiven by the District.

BE IT FURTHER RESOLVED that in light of this District-wide emergency closure, the Board authorizes the Superintendent to place hourly non-exempt employees on paid administrative leave and to continue to pay them for up to four weeks during the period of school closure, and the Board shall reevaluate this authority for any school closure lasting longer than four weeks.

BE IT FURTHER RESOLVED that in the interest of public health and/or to comply with federal or state health department recommendations or guidance, the Board may limit the number of people who can physically attend Board meetings and may, instead, encourage the public to attend or listen to its open public meetings via telephone or video conference, live streaming on television and/or the internet and the Board may also limit public comment to written comments.

BE IT FURTHER RESOLVED that the board reserves the right to adjust board meeting dates, times, and locations during the district-wide emergency closure in a manner consistent with the Open Meetings law, and notes that any or all board members may attend board meetings electronically as permitted by law.

BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein. The Board warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument. This resolution will remain in full force and effect until it is rescinded or amended by subsequent action of the Board.

Adopted and approved this _____ day of _____.

By: _____
Board President or Designee

Attest: _____
Board Secretary