Shenandoah Community School District Board of Directors
Shenandoah Administration Board Room
January 28, 2026 – 11:00 a.m.
Special Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Action Items
    a. Approve Commissioning Proposal for K-8 HVAC Improvement Project – Zone 3
        i. DLR Group - $17,980
        ii. IMEG - $30,000
4. Informational Items
    Next Regular Meeting – February 9, 2026 at 5:00 p.m.
5. Adjournment

DLRGROUP

SHENANDOAH COMMUNITY SCHOOL DISTRICT K-8 SCHOOL

NW CLASSROOM WING HEAT PUMP AND DOAS REPLACEMENT + COMMISSIONING

1430 Locust Street
Suite 200
Des Moines, Iowa 50309

DLRGROUP

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HUMAN EXPERIENCE
THROUGH DESIGN

DLR Group Inc.
an Iowa corporation

1430 Locust Street, Suite 200
Des Moines, Iowa 50309

January 12, 2026

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

Re: Commissioning Services for NW Classroom Wing Heat Pump and DOAS Unit Replacement

Dear Dr. Nelson:

Thank you for the opportunity to submit a proposal for commissioning services for your NW classroom wing 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 relates 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)

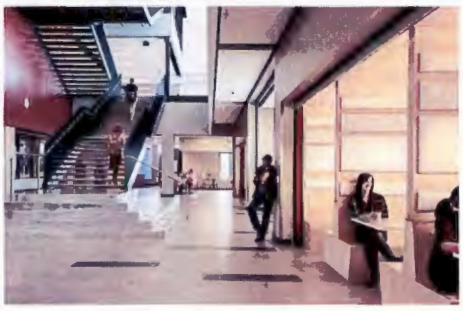
Gerry Wilwerding

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 2026

PRE-CONSTRUCTION PHASE

1. Perform quality control design review of 90% and 100% CD Documents, including HVAC sequence of operations.
2. Review / edit project's commissioning specification.
3. Review system design for building operations and maintenance efficiencies.

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.
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.
   - 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.
   - Site visits (anticipated): Late June, July, & August 2026

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. Review training agendas on commissioned equipment and comment.
3. Review and comment on training videos of commissioned equipment.
4. Complete any remaining seasonal Functional Test Procedures.
5. Participate in 10-month warranty on-site walk-through with Owner, CM, mechanical contractor and engineer.

MEP SYSTEMS TO BE COMMISSIONED

New major energy-using HVAC equipment shall be functionally tested as indicated below and operations compared 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 achieve design intent.

MECHANICAL

1. Heat Pumps – Test approximately 45% (12 of 26)
2. Heat Pumps – remainder: review heating and cooling operational trends at part-load and near design. This provides 100% heat pump operations review.
3. Dedicated Outside Air Units – Test 100% (1 of 1)

Professional Services Compensation

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

Design Review Phase	$ 2,520
Construction Phase (pre-functional checks)	$ 5,220
Acceptance, Occupancy, and Warranty Phase (functional testing)	$ 10,240
Total	$ 17,980

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

ADDITIONAL REMARKS

- Commissioning documentation tools will 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: Shenandoah 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

Creston Community School District
Gary Briley Facilities Director
gbriley@crestonschools.org | 515.344.7826

Urbandale Community School District
Mike Klingensmith Building & Grounds Supervisor
klingensmithm@urbandaleschools.com | 515.943.9171

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IMEG
The FUTURE. Built Smarter.

Shenandoah Community School District
Excellence in Every Endeavor

Request for Proposals for Commissioning Services
Shenandoah Community School District
K8 Building - Northwest Classroom Wing
Heat Pump and DOAS Unit Replacement

January 14, 2025

LETTER OF INTEREST

LISA HOLMES
BOARD SECRETARY
SHENANDOAH COMMUNITY SCHOOL DISTRICT
304 WEST NISHNA ROAD
SHENANDOAH, IOWA 51601
HOLMESL@SHENANDOAH.K12.IA.US

Top 5 Engineering Firm in the U.S. (BD+C 2023)

115 Years of History in the making

100+ Locations

3,000 Employees

100% Employee-Owned

IMEG Consultants Corp. (IMEG) is pleased to submit this proposal in response to the Request for Proposal for Commissioning Services for the Shenandoah K–8 Building Northwest Classroom Wing Heat Pump and DOAS Unit Replacement project. Our team is prepared to provide comprehensive Mechanical, Electrical, and Plumbing (MEP) commissioning services to support the successful replacement of twenty-six (26) heat pumps and one (1) dedicated outdoor air system (DOAS), ensuring these systems are fully integrated, code-compliant, and performing as intended.

IMEG is a nationally recognized provider of commissioning services with extensive experience supporting K–12 facilities and renovation projects. Our practice is built on technical depth, disciplined processes, and a collaborative mindset that prioritizes owner goals. We bring a thorough understanding of HVAC systems, controls integration, and building operations, and we align our commissioning services with established industry standards, including ASHRAE Guideline 0.

UNDERSTANDING YOUR PROJECT NEEDS

The District's investment in this renovation reflects a clear commitment to reliable, energy-efficient building systems that support occupant comfort and long-term operational performance. IMEG understands the importance of verifying that new HVAC systems are not only installed correctly, but also operate seamlessly with existing infrastructure, controls, and maintenance practices. Our commissioning approach is designed to proactively identify and resolve potential issues early, minimizing disruptions, reducing risk, and supporting a smooth transition from construction through occupancy.

Throughout the Design, Construction, Acceptance, and Occupancy/Operations Phases, IMEG focuses on quality assurance, constructability, and performance verification. We emphasize clear documentation, real-time issue tracking, and close coordination with the design team and contractors to help ensure that the new heat pumps and DOAS unit achieve peak efficiency, reliability, and longevity, protecting the District's SAVE-funded investment.

WHY PARTNER WITH IMEG

IMEG provides the District with a commissioning partner that combines technical depth, disciplined processes, and responsive coordination. Our team brings hands-on experience performing quality control design reviews, developing functional performance test procedures, conducting field observations, and maintaining clear, real-time commissioning issues logs. We emphasize practical, actionable documentation and owner-focused training that supports long-term operations, maintenance, and warranty management. Through proactive field presence and close collaboration with the design team and contractors, IMEG helps ensure systems are installed correctly, tested thoroughly, and turned over with confidence.

IMEG is confident in our ability to support the success of the Shenandoah K–8 Building project and deliver commissioning services that result in reliable, efficient, and well-documented building systems. We appreciate your consideration and welcome the opportunity to discuss how our approach can support the District's goals for this important renovation.

Sincerely,

Pablo Benitez, PE, CxA
Principal / Client Executive

Table of Contents

IMEG
The FUTURE. Built Smarter.

Firm and Team Information

About Us

WWW.IMEGCORP.COM

IMEG's independent commissioning authorities ensure energy and operational system performance for new, renovated or retro-commissioned buildings. We integrate early in the planning and design process to safeguard system performance. It's a wise investment in the future of a building and it pays huge dividends in confidence from day one.

Our team has commissioned hundreds of projects totaling over 30 million square feet and more than $4.5 billion in construction.

We believe that commissioning goes beyond the traditional construction observation scope of work regarding installation. As a result, we approach commissioning with a hands on and integrated system view, rather than focusing on individual pieces of equipment. After contractors have installed equipment and construction observation has assured performance to specifications, we verify the individual pieces of equipment are operating as integrated systems, with possible interface to fire alarm, lighting, security, or other unique systems.

IMEG's commissioning team understands the fundamentals of the operation of building systems so we can be the Owner's technical experts to help assure systems are fully functional before acceptance.

CLICK HERE TO READ INDUSTRY INSIGHTS FROM IMEG EXPERTS.

We are employee-owned and results driven with a passion for transforming environments and communities through high-performance design and infrastructure.

AT-A-GLANCE

- Top 3 Engineering Firm in U.S. (BD+C)
- 100% Employee-Owned
- Full-service Engineering & Consulting
- 100+ Locations
- 3,000 Team Members
- 650+ Licensed Engineers
- $542M in Annual Revenue
- #48 / Top 500 Design Firm List (ENR)

Cx MARKET FACTS

- **35-person Dedicated Commissioning Team**
- $8M+ in Annual Cx Fees
- Dedicated Cx team since 2012
- 100 LEED Certified Projects, Including 5 Platinum and 19 Gold

Cx SERVICES

- Pre-Validation Commissioning
- Commissioning Specifications and Plan Development
- System Peer Review
- LEED Fundamental and Enhanced Services
- Pre-functional Checklists
- Functional Performance Testing
- Integrated Systems Testing
- Computerized Maintenance Management Systems Integration
- Equipment Submittals Review
- Systems Training

IMEG
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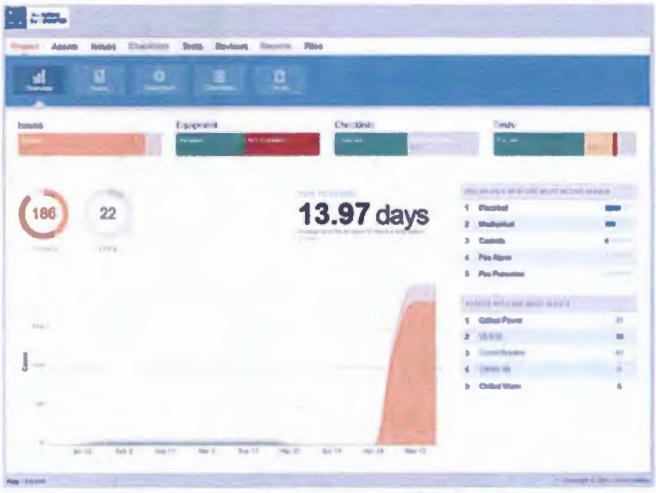
Detailed Area of Expertise

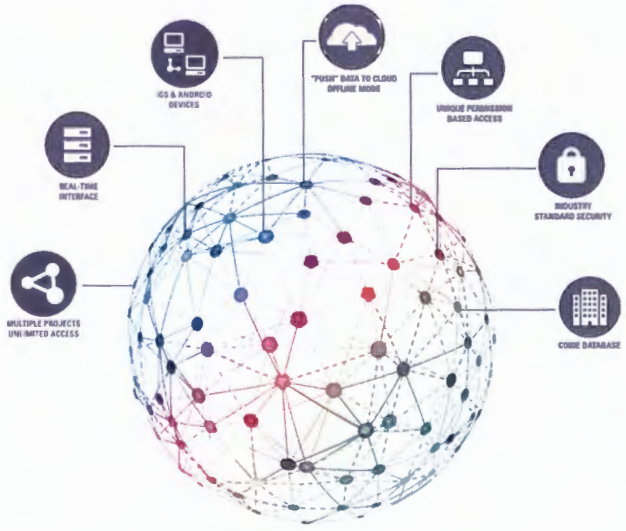
IMEG's strength is the breadth and depth of expertise our team offers, and the body of knowledge that comes with being part of one of the largest engineering firms in the United States. Our team can collaborate with and challenge any design or construction partner in the industry on an equal footing. 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.

- Our commissioning team is a **dedicated group of staff** who only do commissioning work. This is their specialty. Our team is not made up 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.
- 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.**
- 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.
- Our **use of Cx Alloy**, and the transparency and accountability this process provides
- 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.
- We are **present at the functional testing**. Some commissioning providers pass the tests to the contractors to perform on their own. We spend time on site to direct, observe, and record the testing results. Our presence also allows us to help troubleshoot systems when they are not functioning per design.
- We are able to work with multiple **Fault Detection Diagnostics** software providers to implement ongoing commissioning and building performance measurement post occupancy.

In addition to providing commissioning as a service with dedicated commissioning authorities, IMEG is an engineering design firm of over 3,000 building engineers and support staff. Our engineering design staff are always available to us to support our commissioning efforts if and when needed. 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.



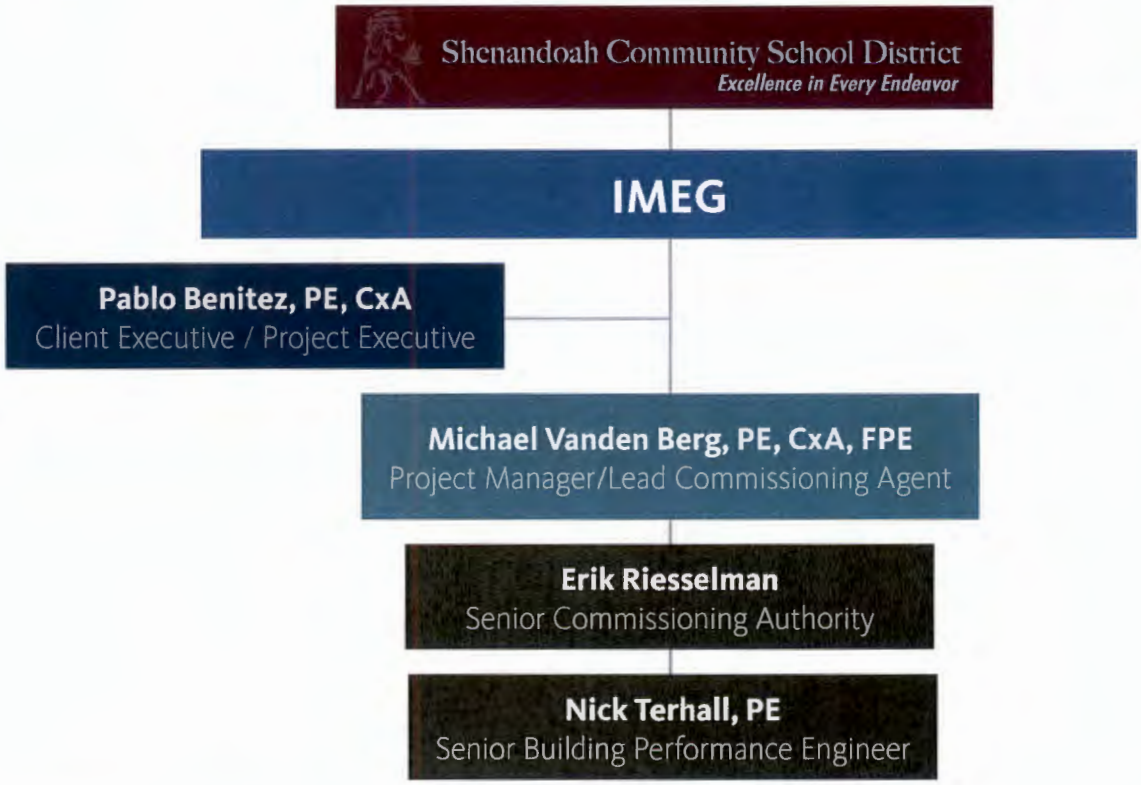
Web-based tool information dashboard



Firm and Team Information

Organizational Chart

IMEG's commissioning team brings direct experience supporting K–12 renovation projects and HVAC system replacements similar in scale and complexity to the Shenandoah K–8 Building project. The team is structured to provide clear leadership, technical depth, and consistent on-site support throughout the Design, Construction, Acceptance, and Occupancy/Operations Phases.



Pablo Benitez, PE, CxA will provide overall executive oversight and quality assurance for the commissioning effort. Pablo will ensure IMEG's services remain aligned with the District's goals, project schedule, and budget, while supporting the commissioning team with technical guidance, resource management, and QA/QC oversight across all project phases.

Michael Vanden Berg, PE, CxA, FPE will serve as **Lead Commissioning Agent and primary point of contact** for the District and project team. Michael meets the RFP requirements for a qualified Commissioning Agent with documented experience commissioning HVAC systems in K–12 facilities. His expertise includes heat pump systems, dedicated outdoor air systems (DOAS), HVAC controls sequencing, functional performance testing, TAB coordination, and system troubleshooting. Michael will be responsible for commissioning plan development, quality control design reviews, submittal reviews, functional performance test procedure development, on-site observations, testing oversight, and verification that systems comply with the Contract Documents, Owner's Project Requirements, and applicable codes and standards.

Erik Riesselman will support required on-site commissioning activities, including installation verification, execution of functional performance testing, checklist completion, documentation support, and maintenance of the commissioning issues log. Erik will assist with real-time issue tracking, coordination with contractors, and verification that corrective actions are completed and documented, supporting the RFP's requirements for field presence and performance verification.

Nick Terhall, PE will provide mechanical engineering and controls support to the commissioning team during the Design and Construction Phases. With over 11 years of experience in mechanical system design, controls integration, and commissioning, Nick will support quality control design reviews, assist with commissioning plan development, and help evaluate system performance and troubleshoot issues. His background in building automation systems and system optimization supports the RFP requirements for technical review, constructability evaluation, and verification of efficient HVAC operation.

Together, this team provides the technical qualifications, defined responsibilities, and phased commissioning support required by the RFP, ensuring that the new heat pumps and DOAS are properly installed, tested, documented, and turned over to the District for reliable long-term operation.

Resumes and References

Pablo Benitez, PE, CxA

Client Executive / Project Executive

Pablo is a Principal and leads IMEG's Commissioning Team, leveraging more than 19 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

- Pleasant Valley Community School District, Bettendorf, IA, Pleasant Valley High School 73,000-sf Addition and 9,000-sf Renovation
- Ottumwa Community School District, Ottumwa, IA, 55,000-sf Douma Elementary School Addition
- Ottumwa Community School District, Ottumwa, IA, 22,000-sf Learning Center / Alternative High School Renovation
- Muscatine Community School District, Muscatine, IA, Grant Elementary and Susan Clark Jr. High HVAC Improvements
- Muscatine Community School District, Muscatine, IA, 14,000-sf Jefferson Elementary School Addition
- Palmer College of Chiropractic, Davenport, IA, 43,850-sf Classroom Building Renovation into Learning Center
- Bourbonnais Elementary SD 53, Bourbonnais, IL, Noel Levasseur Elementary HVAC Upgrades
- Moline School District #40, Moline, IL, 30,578-sf Gut and Renovation of Benjamin Franklin Elementary School
- Corning Community School District, Corning, IA, Elementary Renovation and Additions
- Oelwein Community School District, Oelwein, IA, 75,000-sf Wings Park Elementary and Oelwein High School Renovation
- Waukee Community Schools, Waukee, IA, 167,000-sf New, Two-story Middle School
- DePaul Preparatory High School, Chicago, IL, 127,000-sf West Wing Renovation and 50,000-sf Expansion (Phase 1)
- Northwood Kensett Community School District, Northwood, IA, 38,000-sf New Viking Athletic/Wellness Center

Experience
20 Total, 13 with IMEG

Education
University of Illinois at Chicago,
BS Mechanical Engineering

Registrations
Professional Engineer
Illinois (PE-061033109)

Certifications
ACG Certified Commissioning Authority

Affiliations
ACG

Resumes and References

Michael Vanden Berg, PE, CXA, FPE

Project Manager/Lead Commissioning Engineer

Michael is a senior commissioning engineer and serves as commissioning authority on numerous projects. 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
- Shenandoah Community School District, Shenandoah, IA, K8 Facility HVAC Assessment
- Central Lee Community School District, Donnellson, IA, 27,000-sf High School Addition and 6,000-sf K-8 School Addition and Renovations
- Shenandoah Community School District, Shenandoah, IA, Commissioning of HVAC and Lighting Controls for Phase I High School Renovation
- Waukee Community Schools, Waukee, IA, 200,000-sf New 8th & 9th Grades Middle School
- Keokuk Community School District, Keokuk, IA, Hawthorne Elementary School Renovation and Addition
- Greene County Community School District, Jefferson, IA, 90,000-sf Middle 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
- Greene County Community School District, Jefferson, IA, 125,000-sf New High School Complex
- Ottumwa Community School District, Bloomington, IL, 140,000-sf New George Evans Middle School with Geothermal
- School District of Jefferson, Jefferson, WI, 125,000-sf High School Expansion and 125,000-sf Renovation, Including Geothermal and Indoor Pool
- Community School, St. Louis, MO, 13,000-sf, Two-story STEAM Building Addition Including Storm Shelter, Classrooms, Workshops, and Administrative Area

Experience
32 Total, 19 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
- ACEC National Recognition Award - Museum of Westward Expansion 2019

Resumes and References

Erik Riesselman

Senior Commissioning Authority

Erik brings 32 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 15 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
32 Total, 19 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
- Ottumwa Community School District, Ottumwa, IA, 55,000-sf Douma Elementary School Addition
- Baxter Community School District, Baxter, IA, Demolition of Two Buildings and 25,000-sf New Office/Classroom
- Iowa Central Community College, Fort Dodge, IA, 34,632-sf New BioSciences and Health Science Building with Geothermal System, Including Iowa Biofuels Testing Lab, LEED Gold
- Newton Christian School, Newton, IA, 10,000-sf Pre-K Renovation
- Prairie City Monroe Schools, Monroe, IA, 3,200-sf High School Wrestling Room Addition and 1,200-sf Restroom Addition
- New Hope Assembly of God, Urbandale, IA, 120,000-sf Campus Expansion
- Ottumwa Community School District, Ottumwa, IA, 22,000-sf Learning Center / Alternative High School Renovation - Commissioning
- Shenandoah Community School District, Shenandoah, IA, Commissioning of HVAC and Lighting Controls for Phase I High School Renovation
- Waukee Community Schools, Waukee, IA, 200,000-sf New 8th & 9th Grades Middle School
- 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
- Drake University, Des Moines, IA, 221,000-SF New Student Housing Complex
- Grand View University, Des Moines, IA, 36,700-sf New Classroom Building

Resumes and References

Nick Terhall, PE

Senior Building Performance Engineer

Nick is an experienced mechanical engineer with 11 years of design and project management experience. He is known as an organized and highly effective leader who approaches his projects creatively and professionally, with a personal commitment to each project from cradle to grave. Experienced with projects across a wide range of sizes and sectors, Nick is accomplished in the design and analysis of mechanical and controls systems elements necessary for efficient systems operation. Nick's areas of expertise include mechanical systems design & planning, project management, commissioning & retro-commissioning, optimization strategies, facility & systems assessments, project cost analysis, campus project planning, building automation systems design, and system troubleshooting.

Project Highlights

- Greene County, Jefferson, IA, High School & Career Academy, Optimization. Scope Of Work Included Optimization Project Planning, Coordination, Management, And Delivery. Also Included Developing, Planning, and Executing Existing Systems Testing In the Field, Coordinating and Prioritizing System Repairs and Modifications, and Design Of Energy Optimization Sequences and Strategies
- Drake University, Des Moines, IA, Campus Standards Development And Multiple Commissioning And Systems Integration Projects, Design And Implementation Of Campus-Wide BAS Front-End, Development Of Standard Controls Specifications And Sequences, Facility Staff Training
- Drake University, Des Moines, IA, Multiple Commissioning And Systems Integration Projects, Mechanical Systems Commissioning, Campus-Wide BAS Integration, Systems Troubleshooting (New And Existing), Mechanical Systems Design Review, Consulting And Value Engineering, Facility Staff Training.
- Drake University, Des Moines, IA, Performance Commissioning For Meredith Hall, Mechanical Systems Design Review, Shop Drawing, RFI And Submittal Reviews, Field Observations, Functional Performance Testing, Issues Log Management And Resolution, Troubleshooting.
- Simpson College, Indianola, IA, Performance Commissioning For Pfeiffer Hall (Dining Hall), Mechanical Systems Design Review, Shop Drawing, RFI And Submittal Reviews, Field Observations, Functional Performance Testing, Issues Log Management And Resolution, Troubleshooting.

Experience
11 Total, 3 with IMEG

Education
Iowa State University, BS Aerospace Engineering

Registrations
Professional Engineer
Iowa (P26532)

Areas of Expertise
Mechanical Systems Design & Planning
Project Management
Commissioning & Retro Commissioning
Optimization Strategies
Facility & Systems Assessments
Project Cost Analysis
Campus Project Planning
Building Automation Systems Design
System Troubleshooting

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	Dr. Kerri Nelson Superintendent Shenandoah Community School District P: 712.246.1581 E: nelsonk@shenandoah.k12.ia.us

Resumes and References

Ottumwa School District
Douma Elementary School Addition

Ottumwa, IA

Photo courtesy of Legat Architecture

COMMISSIONING OF ELEMENTARY SCHOOL ADDITION

The project: The Ottumwa Community School District undertook a major expansion and targeted renovation of Douma Elementary School to support growing enrollment and modernize learning environments. The project included a 65,000-sf building addition and 3,500-sf renovation, adding new instructional and shared spaces while integrating advanced mechanical, electrical, plumbing, and control systems into the existing campus. IMEG was engaged to provide independent commissioning services to verify system performance, support code compliance, and ensure long-term operational reliability.

The goal:

- Ensure all newly installed and modified building systems operate in accordance with the design intent, Owner's requirements, and IECC 2012 commissioning requirements
- Deliver a high-performance, comfortable, and energy-efficient learning environment for students and staff
- Reduce operational risk and post-occupancy issues through a structured, documented commissioning process

Design approach: IMEG collaborated closely with the Owner, design team, contractors, and controls vendors throughout construction and occupancy. Our team developed and implemented a project-specific Commissioning Plan, coordinated commissioning activities with the contractor's master schedule, and led both virtual and on-site commissioning meetings to maintain alignment across stakeholders.

Size	65,000-sf addition 2,500-sf renovation
Cost	$16 million
Completion	2024
Service	**Commissioning,** Mechanical, Electrical, Plumbing, Fire Protection
Reference	Don Deutsch Director of Operations & Maintenance Ottumwa Community School District P: 641.684.6979 E: don.deutsch@ottumwaschools.com

Commissioning services included construction observation, submittal and documentation review, development of customized Functional Performance Test (FPT) procedures, and hands-on testing of HVAC, controls, domestic hot water, and lighting control systems. Seasonal testing and comprehensive reporting ensured performance verification beyond initial occupancy.

Project outcome: The commissioning process provided the Ottumwa Community School District with verified, fully documented building system performance at turnover. The completed addition and renovation deliver modern, comfortable, and energy-efficient learning spaces supported by reliable mechanical and electrical systems. IMEG's commissioning services reduced operational risk, supported code compliance, and equipped district staff with clear documentation to support long-term facility operations and maintenance.

Waukee Community Schools
Trailridge School

Waukee, IA

NEW 9TH GRADE SCHOOL

The project: The Waukee Community School District developed Trailridge Middle School, a 200,000-sf facility to support rapid enrollment growth and an evolving instructional model. Originally opened as an 8th–9th grade school, the building is planned to transition into a dedicated 9th-grade facility, requiring flexible, high-performing building systems. IMEG provided commissioning services to verify system performance and support the District's energy and operational goals.

The goal: Commissioning focused on confirming systems operated as intended while supporting the District's vision for a flexible, collaborative, and energy-efficient learning environment. IMEG emphasized reliable performance, code compliance, and clear documentation to support long-term operations and a positive student and staff experience.

Commissioning approach: IMEG collaborated closely with the design team, general contractor, and subcontractors to deliver a structured commissioning process from construction through closeout. The team leveraged CxAlloy, a cloud-based platform, to manage documentation, track issues, and centralize contractor startup and quality control reports. Rigorous functional testing verified system performance, with issues logged, tracked, and resolved through coordinated team efforts.

Challenges: Delivering commissioning services for a large, multi-story middle school required careful coordination across numerous system types, contractors, and stakeholders, while maintaining schedule momentum toward an August occupancy. The project also demanded a commissioning process that balanced technical rigor with transparency, ensuring all parties remained aligned while meeting energy code requirements and the District's expectations for a high-quality learning environment. **Solutions:** IMEG implemented a streamlined, collaborative commissioning process using the CxAlloy platform to centralize documentation, track issues, and maintain clear communication across the project team. Through proactive coordination, structured functional testing, and timely issue resolution, IMEG helped keep the project on track while verifying system performance and readiness for occupancy.

Project outcome: Completed in August 2023, Trailridge Middle School provides a high-performing educational environment that supports student engagement, collaboration, and differentiated instruction. IMEG's commissioning services helped ensure building systems were aligned with the facility's operational demands and occupant experience, reinforcing the District's goals for sustainability, comfort, and long-term reliability. Extensive daylighting, exterior views, and flexible learning zones enhance the overall educational experience for students and staff.

Size	200,000-sf
Cost	$35 million
Completion	2023
Service	Commissioning
Reference	Kelsey Richardson Director of Construction Services Waukee Community Schools P: 515.987.5161 E: krichardson@waukeeschools.org

References

WAUKEE COMMUNITY SCHOOLS
Kelsey Richardson
Director of Construction Services
P: 515.987.5161
E: krichardson@waukeeschools.org

OTTUMWA COMMUNITY SCHOOL DISTRICT
Don Deutsch
Director of Operations & Maintenance
P: 641.684.6979
E: don.deutsch@ottumwaschools.com

SHENANDOAH COMMUNITY SCHOOL DISTRICT
Dr. Kerri Nelson
Superintendent
P: 712.246.1581
E: nelsonk@shenandoah.k12.ia.us

Pricing Information

January 14, 2026

Lisa Holmes, Board Secretary
Shenandoah Community School District
Via Email holmes@shenandoah.k12.ia.us

Re: Proposal for Services
Shenandoah Community School District
Shenandoah K8 Building - Northwest Classroom HP and DOAS Unit Replacement
Shenandoah, Iowa

Dear Lisa:

Thank you for the opportunity to submit a Proposal for commissioning services for the Shenandoah K8 Building northwest classroom wing heap pump and dedicated outdoor air system (DOAS) unit replacement project. The project is currently in the initial stages of development of the construction documents, with the remaining schedule as follows:

- 90% CD Review Drawings and Specifications.....January 28, 2026
- Bid Documents Issued for Bidding..... February 4, 2026
- Construction Start. .....June 2026
- Substantial Completion.....August 2026

COMMISSIONING SCOPE

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

Systems To Be Commissioned

Based on review of the RFP information, we have identified the following commissioned systems, equipment, and quantities.

Equipment/System	Quantity	Sampling Strategy*
Building Automation System (controls associated with equipment being commissioned)	1 System	
Dedicated Outdoor Air System (DOAS)	1	
Heat Pumps – Serving Northwest Classroom Wing	26	**Base Scope:** 50% Sampling **Add Alternate #1:** 100% Testing

* 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.

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

Pricing Information

Design Phase

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

2. 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.

3. Review project systems:
   a. Identify opportunities for building operations and maintenance efficiencies.
   b. Identify opportunities for efficiencies in utility usage.

4. Perform quality reviews at the following benchmarks:
   a. 90% Construction Documents
   b. Final Construction Documents

5. 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 90% Construction Documents review meeting.

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

7. Edit Design Professional's commissioning specification. The commissioning specification shall be transmitted to the Design Professional in electronic format and shall include reviews of the following:
   a. List of systems and assemblies included in the commissioning scope of work. Include sampling rates.
   b. Cross references to all applicable and related specification sections.
   c. References for inclusion into individual equipment and systems specification sections.
   d. Deferred and seasonal testing requirements.

8. Provide sample system readiness form and Functional Performance scripts for issue with Bid Documents.

9. 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

1. Conduct a web-based kick-off meeting with the Design Professional and Trade Contractors to discuss commissioning scope, systems flow chart, coordination, and schedule, as identified in the commissioning specifications. Prepare and distribute meeting minutes.

2. Review Construction Schedule developed by Trade Contractor and provide input. Verify that schedule indicates the logical system, equipment, and component startup, and testing and commissioning sequence required to maximize schedule efficiency.

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

4. Develop project specific Construction Checklists. Incorporate the manufacturer's pre-start and start-up checks into the checklists.

5. Review of the Controls Submittal upon receipt. Focus on how the selected sequences of operation interact with the MEP systems. If necessary, meet with the Design Professional, Mechanical, Controls, and Electrical Trade Contractors to review.

Pricing Information

6. Prepare Functional Performance Test scripts for the commissioned equipment and systems. Submit to Design Professional within two weeks after system, equipment, or component submittal is approved. Scripts shall:
   a. Be repeatable for use in subsequent existing building commissioning efforts.
   b. Contain unambiguous pass/fail acceptance criteria.
   c. Be fully customized for the project.
   d. Not contain items that do not apply to the project.

7. To ensure proper components and systems installation, perform site visits as needed (monthly at a minimum). Begin site visits at onset of MEP rough-in. We have included two site visits to review equipment installation prior to functional testing visits.

8. Review Requests for Information (RFIs) and Architect's Supplemental Instructions.

9. In conjunction with required site visits, conduct on site Cx meetings to review progress, coordination, and issues resolution. Prepare and distribute meeting minutes.

10. Maintain Commissioning Issues Log, thoroughly documenting any items that do not meet the Contract Documents. Logs shall be detailed to provide clarity and point of future reference for the comment. CxA shall update and issue the log within two days following a site visit and two days prior to a Cx meeting.

Acceptance Phase

1. Conduct functional testing to demonstrate systems and components are operating according to the Contract Documents and applicable industry standards. Functional testing shall include operating the system and components through each written sequences of operation, and verification of proper integration to systems as required.

2. The CxA shall direct adjustment of the BAS.

3. Review the preliminary and final Testing, Adjusting, and Balancing (TAB) reports to verify equipment is included and performance of each is per contract requirements.

4. Update commissioning issues log with acceptance testing that do not meet the Contract Documents. Provide the log, acceptance test results, and recommendations to the Design Professional and Trade Contractors.

5. Verify Owner Training schedule and format.

6. Review Operation and Maintenance (O&M) manuals. Verify the sections for each commissioned system, piece of equipment, and component contains the necessary information.

7. Transmit to the Design Professional one electronic copy of Commissioning Documentation to be inserted into the 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.
   b. Ongoing optimization guidelines and detailed equipment specific maintenance recommendations.
   c. Updated Design Summary from the Design Professional.

Occupancy/Operations Phase

1. Conduct seasonal and/or deferred systems testing. We have included a one day site visit for seasonal testing.

Pricing Information

2. Participate in Owner's "Lessons Learned" meeting. We assume this meeting will be held virtually.

3. Schedule and lead a warranty walkthrough two months prior to end of warranty period. We have included a one day site visit for warranty walkthrough.

ASSUMPTIONS

The Trade Contractors shall provide all tools required to start, checkout, and functionally test equipment and systems.

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.

COMPENSATION

We propose to provide the commissioning services described above for the following fixed fees:

Phase	Fee ($)
Design Phase	$5,000
Construction and Acceptance Phases	$19,000
Occupancy Phase and Warranty Review	$6,000
Total Fee (Lump Sum)	**$ 30,000**

Acceptance Phase Add Alternate # 1: 100% Testing of Heat Pumps - **$4,000**

PROJECT EXPENSES

The following direct expenses are included in the above fee:

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

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.

Verifying accuracy or completeness of record documents.

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

Pricing Information

CLOSING

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.

IMEG Consultants Corp.

_____

Pablo Benitez | Pablo.Benitez@imegcorp.com | Client Executive

Accepted: Shenandoah Community School District

_____

Lisa Holmes | Board Secretary

Pricing Information

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

Pricing Information

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 Services: 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 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 $150,000. 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 in writing 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.

Pricing Information

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.

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.

09.2024