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# COMMISSIONING

NEW PLATTE COUNTY MIDDLE SCHOOL

SEPTEMBER 30, 2022

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WALDEN  
MIDDLE SCHOOL



# **COVER LETTER**



**HENDERSON**  
BUILDING SOLUTIONS

Megan Barnes, AIA  
Hollis & Miller  
1828 Walnut St, Kansas City, MO 64108  
mbarnes@hollisandmiller.com

Dear Ms. Barnes,

Thank you for the opportunity to submit our qualifications for the IECC commissioning services for the new Platte County Middle School project. The team we are proposing for this project is comprised of individuals with extensive experience and knowledge in schools, their support facilities, and field operations. Jason Jenkins, Dustin Harmon, and Mark Blevins are the proposed team. Dustin is currently the Project Manager for the Platte County High School addition project with Newkirk Novak Construction Partners. Each team member has several years of experience commissioning schools in the metropolitan area.

**Our licenses and certifications set us up for success.** We have professional engineers on staff who have extensive knowledge in commissioning, TAB services, & building controls that will be directly involved with the projects. Our team has licensed engineers in the state of Kansas in addition to certifications in NEBB, ASHRAE, and ACG.

**We champion project team collaboration.** Open communication among the project team is essential to project success. Our team will cultivate collaborative relationships with all members of the project team to encourage timely project completion and effective solutions. We know how important it is for the engineer and commissioning agent to be separate entities; however, we also understand how important it is that they are united in their pursuit of performance. As sister-companies, Henderson Building Solutions and Henderson Engineers operate separately, but we hold the same values. We want nothing more than to ensure the building operates the way it's intended from the start.

**We are focused on your goals.** As your commissioning agent, it is our job to drive resolution when a project issue arises. We work with the engineer and the contractor to explore all the options. As we work through solutions we are guided by your goals and always look for the solution that most closely aligns with your needs.

**We understand that construction can be challenging, we can help.** Because of our NEBB certifications and professional engineer licenses as well as our commitment to quality and an excellent client experience, you can be assured that we will deliver high quality commissioning to the project.

It's our culture and purpose to be a part of creating environments where students and staff can reach their full potential. We do this through the building systems we commission, the team relationships we build, and the successful projects we complete. Please do not hesitate to contact me directly at (913) 742-5257 if you have any questions or if we can provide any additional information.

*I have read the RFP and agree to abide to the contents and terms of the RFP. I attest that all factual statements contained in this submittal are true. Henderson will not add, remove, or substitute any key individuals other than the ones listed above without written consent of NNCP and we have no pending commitments or contracts that may be perceived as a conflict. See Terms & Conditions at the end of this document.*

Thank you,

Travis Short, PE, ACG CxA, NEBB CP BSC/TAB  
Director of Commissioning  
travis.short@hendersonbuilding.com



# **CXA PROPOSED SCOPE OF WORK**

# CXA PROPOSED SCOPE OF WORK

## COMMISSIONING SCOPE OF SERVICES

- A. Henderson Building Solutions, LLC is pleased to submit this scope of services and compensation document to provide commissioning services for the 90,000 sq. ft. New Platte County R3 Middle School in Kansas City, Missouri, (“This Portion of the Project”).
- B. Our scope of services is intended to comply with the requirements of the International Energy Conservation Code (IECC) section C408.

## BASE SERVICES

- A. Henderson Building Solutions, LLC shall direct commissioning activities in the role of Commissioning Authority per the scope of services outlined within this document. A representative of Henderson Building Solutions, LLC will be assigned the role of Commissioning Manager for the duration of the project.
- B. Commissioning Authority shall direct commissioning activities in the role of Commissioning Authority per the scope of services outlined within this section to meet the requirements of IECC 2018 section C408.
- C. Building energy-related and/or essential systems to be commissioned based on a 100% no sample rate
  - 1. HVAC systems and associated controls:
    - i. Roof top units
    - ii. Makeup air units
    - iii. Natural gas hot water boilers
    - iv. Pumps
    - v. Building automation system
- D. Building Energy-Related and/or essential systems to be commissioned based on a 25% sample rate
  - 1. HVAC systems and associated controls:
    - i. Computer room air conditioning units
    - ii. Fans
    - iii. Terminal devices
    - iv. Unit heaters
  - 2. Plumbing systems:
    - i. Domestic water heaters
    - ii. Recirculation pumps
    - iii. Plumbing fixture controls
  - 3. Lighting control systems:
    - i. Interior lighting controls including daylighting controls
    - ii. Exterior and parking lot lighting controls

E. Commissioning Services Defined

1. Design Phase Commissioning Services:
  - i. Develop a project specific commissioning plan for use during construction.
  - ii. Develop commissioning specification sections to be incorporated into the set of construction documents.
2. Construction Phase Commissioning Services:
  - i. Review construction documents and equipment submittals for the purpose of preparing Pre-Functional Checklists and Functional Performance Test plans.
  - ii. Develop project specific functional performance test plans for execution by the installing contractors and equipment vendors as directed by the commissioning agents to demonstrate functionality of the systems.
  - iii. Plan and conduct a commissioning kick-off meeting to establish the purpose and proposed process for commissioning during the construction phase, and to establish the individual roles and responsibilities of each member of the commissioning team.
3. Acceptance Phase Commissioning Services:
  - i. Functional performance testing:
    - a. Commissioning Authority shall manage the execution and completion of all Functional Performance Tests with assistance by the equipment vendors or installing contractors.  
**Note the Commissioning Authority will provide Technical Commissioning and will not rely on the Contractors and/or Vendors to execute Functional Performance Testing.**
  - ii. Verify accuracy of select testing, adjusting, and balancing (TAB) performed by the contractor:
    - a. Commissioning Authority will witness or verify testing and balancing activities for 10% of the air and hydronic systems.
    - b. Review 100% of the TAB documents completed by the contractors.
  - iii. Organize and maintain an issues log during testing to track the resolution of deficiencies throughout the construction and acceptance phases. Update the log and provide periodic reports to the Commissioning Team.
  - iii. If necessary, provide deferred testing due to seasonal conditions that could not be accommodated during construction period.
  - iii. Issue a commissioning final report summarizing the work completed and which demonstrates compliance with the requirements of IECC 2018 and the contract documents. The report will include a summary of any deficiencies found and the resolution to these deficiencies.

F. Onsite Commissioning Activities

1. Acceptance Phase:
  - i. Four (4) site visits by individual(s) from Henderson Building Solutions, LLC to direct/witness Functional Performance Testing. Visits includes approximately Four (4) days on site.
2. Post-Occupancy Phase:
  - i. One (1) site visit by individual(s) from Henderson Building Solutions, LLC to back-check open issues and re-perform any necessary functional performance testing to verify resolutions. Visits includes approximately three (3) days on site.

Additional site visits will accrue additional services at the hourly rates listed below plus reimbursable expenses.

G. The following is a list of the anticipated written work products developed as part of the commissioning process:

- |   |  |
|---|--|
| 1. Commissioning specifications                                   | 5. Minutes from commissioning related meetings |
| 2. Commissioning plan   | 6. Project issues log summary                  |
| 3. Commissioning schedule   | 7. Final commissioning report                  |
| 4. Functional performance test scripts (for commissioned systems) |  |



## ASSUMPTIONS

- A. The following assumptions form the basis of our scope proposal:
1. As the Commissioning Authority, Henderson Building Solutions, LLC assumes no liability for the design or installation of the systems being commissioned per the scope of work including the design concepts, design criteria, compliance with codes, design calculations, constructability and detailed drawings and specifications except for those specifically developed by Henderson Building Solutions, LLC.
  2. It is the responsibility of the prime contractor to coordinate installation schedules to facilitate CxA review of pre-functional and functional testing within the allotted trips. If required, additional site visits can be performed as outlined in the additional services section of this proposal.
  3. Henderson Building Solutions, LLC's role is to prepare the functional test procedures for the installing contractors and/or manufacturer's representatives to perform. Henderson Building Solutions, LLC will direct and witness selected tests during the site visits listed above.
  4. Henderson Building Solutions, LLC will witness and verify training of the owner's personnel, but the actual training will be the responsibility of the installing contractors and/or equipment manufacturers authorized representatives except as otherwise noted above.

## ADDITIONAL SERVICES

- A. The following design phase, construction phase, construction administration, and field services shall be considered additional services:
1. As a clarification of our scope, the following systems are not included in the proposed commissioning scope of this proposal:
    - i. Fire suppression
    - ii. Fire alarm
    - iii. Smoke control/evacuation
    - iv. Technology
    - v. Security
    - vi. Normal power
    - vii. Emergency power
    - viii. Plumbing
    - ix. Energy meters
    - x. Building envelope
  2. Indoor Air Quality (IAQ) Testing
  3. Performance and/or oversight of testing and balancing
  4. Development and execution of pre-functional checklists.
  5. Scope of services necessary to achieve LEED certification.
  6. Evaluation of substitutions proposed by the owner's consultants or the project contractors and making subsequent revisions to the instruments of service resulting from the evaluations.
  7. Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the construction contract.

## EXCLUDED SERVICES

- A. Other services available from Henderson Building Solutions, LLC and applicable to the project have been made known and explained to the Client. Where Henderson Building Solutions, LLC has deemed a service needed or advisable, Henderson Building Solutions, LLC has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested of Henderson Building Solutions, LLC and/or the Client has made, or shall make, arrangements to obtain those services from a source other than Henderson Building Solutions, LLC. These excluded services include:
1. Full-time, onsite construction observation.
  2. Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where Henderson Building Solutions, LLC is not a named party to such a hearing or proceeding.
  3. Opinions of probable cost.
- B. The Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold Henderson Building Solutions, LLC harmless from any claim, liability, or cost, including reasonable attorneys' fees and cost of defense, for injury or loss arising or allegedly arising from Henderson Building Solutions, LLC's failure to perform a service listed above.





# FEES

# FEES

## HENDERSON BUILDING SOLUTIONS, LLC FEE

Henderson Building Solutions, LLC proposes to provide the services described in this proposal for a lump sum fee of **\$39,000**.

The lump sum fee includes all required reimbursable expenses.

Fees for services not included in this proposal will be as mutually agreed between the Owner and Henderson Building Solutions, LLC.

Henderson Building Solutions, LLC appreciates the opportunity to submit this proposal. Please contact Henderson Building Solutions, LLC with any questions or comments.

**When accepted by Owner this Proposal for Professional Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Henderson Building Solutions is authorized to begin performance upon its receipt of a copy of this Contract signed by Owner. If Henderson Building Solutions proceeds at the direction of Owner and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Owner.**

Submitted By:

Accepted By:

Travis Short  
Director of Commissioning  
Henderson Building Solutions, LLC

Megan Barnes, AIA  
Architect  
Hollis & Miller

## ADDITIONAL SERVICES

- A. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client, and will be billed separately at the following standard hourly rates:

### Henderson Building Solutions, LLC Rates - \$ per hour

ENGINEERING RATES	
Director & Executive	215-230
Practice / Technical Manager	195-200
Project Manager	185-195
Senior / Engineer / Designer	185
Lead / Engineer / Designer	160
Engineer / Designer III	145
Engineer / Designer II	130
Engineer / Designer I	120
Site Observation Specialist	115
BIM Technician	90
Project Administrative	85-90

CONSTRUCTION MANAGEMENT & COMMISSIONING RATES	
Director and Executive	215-230
Construction Management	210
Pre-Construction Management	160
Project Development	155
Commissioning Manager / Agent	165
Technician	130
Estimator	155
Project Administration	85-90



# **TERMS & CONDITIONS**

## **TERMS & CONDITIONS**

This Agreement for Professional Services is entered into by the Client and Henderson Building Solutions, LLC. For purposes of this document the term Henderson Building Solutions, LLC pertains to all employees, officers, directors, and all divisions of Henderson Building Solutions, LLC.

**Performance of Services:** Henderson Building Solutions, LLC shall perform the basic services as outlined above, and any additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described in "Compensation" above. Henderson Building Solutions, LLC shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Henderson Building Solutions, LLC shall perform its services as expeditiously as is consistent with the standard of care.

**Verification of Existing Conditions:** Because evaluation of the existing structure or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees to indemnify and hold Henderson Building Solutions, LLC harmless from and against any and all damage, liability and cost arising or allegedly arising out of any existing conditions which Henderson Building Solutions, LLC is unable to verify. Henderson Building Solutions, LLC shall not be required to sign any documents, no matter by whom requested, that would result in Henderson Building Solutions, LLC having to certify, guarantee or warrant the existence of conditions whose existence Henderson Building Solutions, LLC cannot ascertain.

**Betterment:** If, due to the Henderson Building Solutions, LLC's error, any required item or component of the project is omitted from the Construction Documents produced by Henderson Building Solutions, LLC, Henderson Building Solutions, LLC's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will Henderson Building Solutions, LLC be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**Notification of Defects:** Client shall promptly report to Henderson Building Solutions, LLC any defects or suspected defects in Henderson Building Solutions, LLC's services of which Client becomes aware. Failure by Client, and Client's contractors or subcontractors to promptly notify Henderson Building Solutions, LLC, shall relieve Henderson Building Solutions, LLC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

**Mutual Waiver:** To the fullest extent permitted by law, Henderson Building Solutions, LLC, and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**Henderson Building Solutions, LLC's Services:** Henderson Building Solutions, LLC shall advise Client as to the necessity of Client providing data or services which are not part of Henderson Building Solutions, LLC's services. Henderson Building Solutions, LLC is not liable for the design or installation of the systems being commissioned per the scope of work including the design concepts, design criteria, compliance with codes, design calculations, constructability and detailed drawings and specifications except for those specifically developed by Henderson Building Solutions, LLC. Peer review is included within Henderson Building Solutions, LLC's scope of services as further set forth in the attached Exhibit A. As such, Client agrees that Henderson Building Solutions, LLC is not responsible for original designs completed by others, nor is Henderson Building Solutions, LLC responsible for reviewing any design or other component outside of its specific scope of services set forth in Exhibit A. Henderson Building Solutions, LLC's scope of services does not include reviewing or evaluating existing conditions. Client agrees to indemnify and hold Henderson Building Solutions, LLC harmless from and against any and all claim, damages, liability, and cost arising or allegedly arising out of the original design or any services which are not included in Henderson Building Solutions, LLC's scope of services.

**Client's Responsibilities:** Client shall furnish to Henderson Building Solutions, LLC all existing designs, studies, reports, and other available data pertinent to the Assignment, obtain or authorize Henderson Building Solutions, LLC to obtain or provide additional designs, reports and data as required, and furnish to Henderson Building Solutions, LLC services of others as required for the performance of Henderson Building Solutions, LLC's services. Client shall arrange for safe access to and make all provisions for Henderson Building Solutions, LLC, and its Consultants to enter upon public and private property as required for Henderson Building Solutions, LLC to perform services under this agreement.

**Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Client and Henderson Building Solutions, LLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Henderson Building Solutions, LLC and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses arising out of this agreement from any cause or causes, so that the total aggregate liability of Henderson Building Solutions, LLC and its subconsultants to all those named shall not exceed Henderson Building Solutions, LLC's total fee for services rendered on this Project or \$10,000, whichever is greater. Such claims and causes include, but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Jobsite Safety:** Neither the professional activities of Henderson Building Solutions, LLC, nor the presence of its employees and subconsultants at a construction site, shall relieve the contractors and any other entity of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing or coordinating all portions of the work of construction in accordance with the contract documents and any health/safety precautions required by regulatory agencies. Henderson Building Solutions, LLC and its personnel have no authority to exercise any control over any contractor or other entity or its employees in connection with its work or any health/safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety.

**Hazardous Materials:** Henderson Building Solutions, LLC's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event Henderson Building Solutions, LLC or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Henderson Building Solutions, LLC's services, Henderson Building Solutions, LLC may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. Henderson Building Solutions, LLC is not responsible for any claims resulting from the existence, discovery, or for the removal of hazardous materials or additional costs the removal will necessitate.

**Information Provided by Others:** Henderson Building Solutions, LLC shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Henderson Building Solutions, LLC such information as is available to the Client and the Client's consultants and contractors, and Henderson Building Solutions, LLC shall be entitled to rely upon the accuracy and completeness thereof. Accordingly, the Client agrees to indemnify and hold Henderson Building Solutions, LLC and Henderson Building Solutions, LLC's subconsultants harmless from any claim, liability or cost for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to Henderson Building Solutions, LLC.

**Opinions of Probable Costs:** In providing opinions of probable cost, the Client understands that Henderson Building Solutions, LLC has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Henderson Building Solutions, LLC's qualifications, and experience. Henderson Building Solutions, LLC makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. Henderson Building Solutions, LLC shall be compensated as Additional Service, as provided for herein, for all time spent to review, redesign and to incorporate revisions due to probable costs.

**Changed Conditions:** The Client shall rely on Henderson Building Solutions, LLC's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to Henderson Building Solutions, LLC. Should Henderson Building Solutions, LLC call for contract renegotiation, Henderson Building Solutions, LLC shall identify the changed conditions necessitating renegotiation and Henderson Building Solutions, LLC and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

**Defects in Service:** The Client shall promptly report to Henderson Building Solutions, LLC any defects or suspected defects in Henderson Building Solutions, LLC's work or services of which the Client becomes aware, so that Henderson Building Solutions, LLC may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all sub-contracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to promptly notify Henderson Building Solutions, LLC, shall relieve Henderson Building Solutions, LLC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

**Dispute Resolution:** Any claims or disputes between the Client and Henderson Building Solutions, LLC arising out of the services to be provided by Henderson Building Solutions, LLC or out of this Agreement, except for claims related to Client's non-payment of compensation due hereunder, shall, as a condition precedent to litigation, be submitted to non-binding mediation.

**Ownership of Documents:** All documents, including all documents on electronic media, prepared by Henderson Building Solutions, LLC under this Agreement are instruments of Henderson Building Solutions, LLC's professional service and shall remain the property of Henderson Building Solutions, LLC and may be used by Client for purposes of constructing and maintaining this Project, but may not be used by the Client for any other purpose without the written prior consent of Henderson Building Solutions, LLC.

**Deficiency List:** If Henderson Building Solutions' scope includes identifying deficiencies, it shall create a deficiency list and deliver to the Client. If there is no attempt to address the deficiencies by the contractors or responsible parties within thirty (30) days of Henderson Building Solutions' issuance of the deficiency list, Henderson Building Solutions will finalize the report with open issues and send a final invoice for the Project and Henderson Building Solutions' services shall be considered completed under this Agreement.

**Termination & Suspension:** This Agreement may be terminated at any time by either party upon five (5) days' written notice should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Henderson Building Solutions, LLC for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination. If Client fails to make payments when due Henderson Building Solutions, LLC may elect to suspend performance of services upon five (5) calendar days' notice to Client. Henderson Building Solutions, LLC shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

**Interest & Collection Costs:** If payment is not received by Henderson Building Solutions, LLC within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one (1.0) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In the event legal action is necessary to enforce the payment provisions of this Agreement, Henderson Building Solutions, LLC shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Henderson Building Solutions, LLC in connection therewith and, in addition, the reasonable value of Henderson Building Solutions, LLC's time and expenses spent in connection with such collection action, computed at Henderson Building Solutions, LLC's prevailing fee schedule and expense policies.



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