

March 29, 2021

Mr. Michael Schuurman, Construction Project Manager
Douglas County School District

Re: Douglas County School District: High School and Middle School Safety and Security Projects
Addition Services Request #01 – Scope Changes
TreasorHL Project #ED0194.2001

Dear Michael:

We have prepared this Additional Service Request (ASR) pertaining to architectural and engineering consulting services as a result scope changes being requested by the district for the above noted projects. This request outlines our scope of the Additional Services along with proposed compensation for those services as required by Article 3.02 of our contract.

Basis for the Additional Services

TreasorHL's agreement from February 2020 was based on the following parameters.

- Design starting in fall of 2019.
- Design Services for high school vestibules in two locations at each high school. One primary and one secondary
- Design Services for middle school vestibules at one main entry location for each school.
- Design for prototype high school conditions would match at each existing vestibule with the exception of the transaction window which needed to match at each location. Castle View was the basis of design.
- Construction occurring in summer for the high schools and construction of middle schools in summer or 2021.
- The district would coordinate security infrastructure with internal staff/consultants and any minor M/E/P requirements. TreasorHL did not include services or engineers in our original proposal.
- The projects would be permitted through the local AHJ for each school.
- A CMGC process would be utilized and one CMGC would be awarded all of the projects.

Requested scope changes include the following items:

- For reasons out of TreasorHL's control the schedule has been extended.
 - Design has started and stopped over the past year and is expected to restart in Spring 2021 with design completion for all projects in fall 2021 and construction in summer of 2022.
- High School vestibule scope has been revised to include one location at the main entry.
 - High School prototype design concept has changed with the assumption that even the existing vestibules will be reconfigured to match the new concept. Essentially schematic design will be redone.
- Middle school vestibule design concepts have yet to be reviewed.
- The district has requested that TreasorHL include the services of the necessary engineers to assist with M/E/P and Low Voltage design which was not originally included.
- Meetings with district staff and additional visits to the district and individual facilities.
- The projects will be permitted through the State rather than the local AHJs.
- The projects will be hard bid. It may be that all of the project projects will be awarded to one contractor but more likely that middle school and high school groups will be packaged and awarded as separately. Hard bidding projects will be more complicated.

This additional service request takes into account all of the bulleted items above including credits for work in the SD phase that were not completed. The DCSD process in addition to the number of individual small projects requires time for each project. Although the projects may appear small in nature they still take time. Some existing conditions may be similar but



each school has enough minor differences that each require some level of custom solution, meetings, submittals, travel, specifications, drawings and coordination that have now been considered.

Another simple way to consider the total fee for these projects is to look at it as a fee per school. On average, the total fee works out to approximately \$18,200 per school for all design services including the changes associated with this additional service request.

Deliverables

- Updated schematic design drawings for high school vestibules.
- Additional review meetings and site visits that may be required.
- Design and engineering services required.

Clarifications:

1. It will be critical that the decision makers at the district respond to questions, review documents and attend all scheduled meetings as to not impact the design team’s ability to meet proposed schedule.
2. A cost estimate is not included.
3. If the services of a consultant are not specifically listed in this proposal, they were not anticipated and not included in the fee.
4. All of the projects will fall under the State of Colorado’s plan review and inspections including the 2021 IBC to be adopted on July 1, 2021.
5. Construction OAC Meetings will be consolidated and are not anticipated to occur at each school. If weekly trips during summer of 2022 are required for Construction Phase Services, the time and fees for those meetings must be further discussed and negotiated with DCSD. *For example, if there are 17 schools in the scope of work and each has a separate OAC meeting/site visit each week, that equates to 136 site visits over a two month period. Time for meetings becomes cumbersome including travel time and reimbursables to attend each meeting.*
6. Clarifications listed in the original proposal still apply unless superseded as part of this additional service request.

Schedule

Refer to the attached preliminary schedule.

Compensation

Compensation for professional services and expenses described in this Additional Service Request shall be a Fixed Fee of **\$212,084.00** Reimbursable costs are requested to be increased from \$1,600 for the project to a total of \$2,100.

Envision (Mech/Plumbing/Fire Protection):	\$75,500.00 (See attached)
AE Design (Electrical/Low Voltage):	\$68,440.00 (See attached)
<u>Subtotal Consultants</u>	<u>\$143,940.00</u>
TreanorHL mark-up (10% allowed by contract 3.02.01.3)	\$14,394.00
<u>Subtotal</u>	<u>\$158,334.00</u>
TreanorHL ASR #1 Labor (Proj Architect, Interiors, PM)	\$53,750.00
<u>Total ASR #01- Scope Revisions</u>	<u>\$212,084.00</u>

Original NTE Reimbursables:	\$1,600.00
ASR Reimbursable Expenses Increase ASR 1	\$500.00
Total NTE Reimbursables:	\$2,100.00



Contract Summary:

Basic Services Original Contract:	\$97,500.00
ASR 1 Scope Revisions:	\$212,084
New Contract Amount	<u>\$309,584.00</u>

Sincerely,



Adam J. Braunstein, AIA
PRINCIPAL

1755 Blake Street, Suite 400
Denver, CO 80202

abraunstein@treanorhl.com

o 303.298.4700

d 303.298.4707

Cc: Anna Richards, TreanorHL
Chad Novak, TreanorHL

Accepted By:
Douglas County School District

Date

Enclosure: Preliminary Design & Construction Schedule: Exhibit A
Revised Fee Schedule: Exhibit B
Envision Proposal dated 3/23/2021: Exhibit C
AE Design Proposal dated 3/18/2021: Exhibit D

AJB/

treanorhl.com



DCSD Security Vestibule Preliminary Schedule:

EXHIBIT 'A': Additional Service Request #1
3/26/2021

Concept/ Schematic Design:

- Approval of additional services and NTP: April 16, 2021
- DCSD Meeting to review MS/HS Concepts: April 22/23, 2021
- Schematic Design MS & HS concepts: April 26-May 20, 2021 (4 wks)
- Schematic Design review meetings: May 24/25, 2021

Design Development/Construction Document Phase:

- Notice to Proceed: May 25, 2021
- M/E/P & LV Field Verification: (No students) Week of May 24, 2021
- Design Development/Construction Documents 50%: May 31 - July 9, 2021 (6 weeks)
- DCSD 50% review: July 12-16, 2021 (1 week)
- DD/CD 50% Review Meetings: July 21/22, 2021
- DCSD shortlist of qualified Bidders and interested contractors July/Aug 2021
- Design Development/Construction Documents 100%: July 26-Aug 27, 2021 (5 weeks)
- DCSD 100% review: Aug 30-Sept 3, 2021 (1 week)
- DCSD 100% Review Meetings: Sept 8, 2021
- Pick-up all comments and complete for bidding: Sept 24, 2021 (estimated)

Permitting/Bidding/Construction Phase:

Permitting:

- Submit to State for permit: Nov 2021-Dec 2021
- State review and permit: Week of Nov 15, 2021
Jan 1, 2022

Bidding:

- Bid Notice to approved GCs: Oct 11, 2021
- Pre-Bid Meeting: Oct 15, 2021
- Contractor site visits: (School is closed. No students) Week of Oct 18, 2021
- Questions due by: Oct 26, 2021
- Responses to questions: Nov 2, 2021 or earlier
- Bids and bid opening: Nov 12, 2021
- Board Approval and NTP: Nov / Dec 2021

Construction:

- GC notice to proceed: Jan 2022
- Contractor Submittals/Procurement: March/April/May 2022
- Construction start: May 31, 2022
- Construction complete: July 29, 2022
- Owner Move-In: August 1-5, 2022
- First day of school: August 8, 2022

Douglas County School District
 Security Vestibule Projects
TreanorHL Detailed Fee
 (Revised March 2021)

EXHIBIT 'B'
 TreanorHL Additional Service
 Request #1

Firm or Subconsultant	Role on Project								Sub-Totals	Consultant Mark-ups at 10%	TOTALS	Comments
		Schematic Design	Design Development	Construction Documents	Bidding Phase	Construction Administration(High Schools)	Construction Administration (Middle Schools)	Close-Out				
TreanorHL	Prime Contract/Architecture & Interiors	19,500	19,500	34,125	2,438	19,500	N/A	2,437	97,500	0	97,500	(ORIGINAL FEE)
TreanorHL		10,750	6,000	6,875	6,062	4,000	16,000	4,163	53,850	0	53,850	Added Services #1
Envision	M/E/P & Fire Protection	4,500	15,000	32,500	3,500	6,900	5,600	7,500	75,500	7,550	83,050	Added Services #1
AE Design	Electrical, Lighting, Low Voltage, Security	4,000	14,500	32,500	2,500	6,380	5,220	3,340	68,440	6,844	75,284	Added Services #1
Design Team Fee Total		38,750	55,000	106,000	14,500	36,780	26,820	17,440	295,290	14,394	309,684	

Total Not To Exceed Reimbursable Amount:

2,100

TREANORHL



MECHANICAL ENGINEERS, INC.

EXHIBIT 'C'
TreanorHL Additional Service
Request #1

**9777 Pyramid Court, Suite 260
Englewood, CO 80112
TEL: 303/688-0223**

PROPOSAL FOR MECHANICAL ENGINEERING SERVICES

March 23, 2021

Adam Braunstein
TreanorHL
1755 Blake Street #400
Denver, CO 80202

RE: **DCSD Security Vestibules Project
Proposal #021-018**

Dear Adam,

Envision Mechanical Engineers Inc. is pleased to provide you with the following proposal for mechanical engineering services. As part of your design team, we look forward to helping you complete a successful project. Thank you for this opportunity.

The Project

Proposed Scope

Envision Mechanical Engineers Inc. will provide professional engineering services for the security vestibule upgrades/ additions for multiple high schools and middle schools within the Douglas County School District. Listed below are the schools which have been identified to have security vestibules, added, changed, or renovated. Each school is different, and each school will have individual requirements as identified by the schematic design as to scope and configuration. Prototype schools may have similar layouts, but each school will be identified and designed according to requirements set by the individual school.

High Schools

- Castle View High School, - Castle Rock, CO
- Legend High School - Parker, CO
- Chapparral High School-Parker CO
- Rock Canyon High School - Highlands Ranch, CO
- Thunder Ridge High School - Highlands Ranch CO
- Douglas County High School - Castle Rock, CO
- Douglas Country High School South -Castle Rock, CO
- Highlands Ranch High School -Highlands Ranch, CO
- Mountain Vista High School- Littleton, CO
- Ponderosa High School – Parker, CO
- DC Oakes, Castle Rock, CO

Middle Schools

- Castle Rock Middle School -Castle Rock, CO
- Cimarron Middle School -Parker, CO
- Mountain Ridge Middle School- Highlands Ranch, CO
- Ranch View Middle School -Littleton, CO
- Rocky Heights Middle School – Lone Tree, CO
- Sagewood Middle School – Parker CO.

- Cresthill Middle School – Highlands Ranch, CO.
- Sierra Middle School – Parker, CO
- Mesa Middle School – Castle Rock, CO

Overall Individual Project Scope Description

- Review schematic design of each vestibules for each school for general needs and requirements. SDs provided by architect as a result of preliminary layout meetings with each school.
- Existing document discovery for each school. Visit/ identify existing drawings that will be used to support new vestibule requirements.
- Visit each school site to verify accuracy of existing drawings and identify specific requirements or needs at each school. Photo document each site in area of vestibule addition/renovation. Part of DDs.
- Meet staff at each school to review specific requirements for the school. Identify number of staff, equipment, and requirements of the proposed vestibule for each school. Part of DD's
- Provide design development drawings using gathered information to develop preliminary layout and cost estimate. Size and identify HVAC, FP and plumbing systems that need to be addressed or added to support new vestibule configuration. Heating and cooling load calculations to be developed including heating/ cooling needs for specific vestibule orientation, equipment housed and number of staff occupying space. Coordinate with other design disciplines to incorporate mechanical systems. Schedule review with owner to review design development. Part of DD's
- Provide construction documents for bidding by a contractor for each individual school including equipment schedules, coordinated HVAC, FP, and plumbing systems construction documents. One to two drawings per school anticipated to allow of individual drawing sets at each school. Schedule final review with owner to verify compliance of design. Part of CD's.
- Note that HS and MS prototype designs may have the same general solutions none is the same. Building orientation and location will have to be reviewed to verify that if a standard vestibule prototype design is used for prototype schools that the standard solution works properly for all the school it will be applied too.

The overall construction project budget has been approximated to be \$4.5 million which is to include all schools.

Proposed Deliverable Schedule

The anticipated design schedule is as follows, as facilitated by available documentation of existing conditions and direction to proceed:

- Project Kickoff: **Early April 2021**
- Design services: **April/ May 2021**
- Construction Documents: **June 2021**
- Pre-bid walk: **Late June 2021**

See TreanorHL
Preliminary Design
Schedule dated 3/29/21

Base Scope of Professional Services

Envision Mechanical Engineers will provide the engineering services as listed below. Services not listed in this base scope of services are specifically excluded and Envision Mechanical Engineers, Inc. assumes no responsibility to perform any services not specifically listed. Services beyond those outlined under the base scope of services may be requested. These additional services may be provided by Envision Mechanical Engineers, Inc. under terms mutually agreed upon by **Treanor H+L** (client) and Envision Mechanical Engineers, Inc (EME).

Special services are services which may or may not be foreseen at the beginning of the design stages and are not normally included as Base Services. Examples include design and specifications for lift stations, and domestic water pressure booster systems.

SPECIFIC BASE SCOPE OF SERVICES CHECKLIST

Service Provided Key:

NA = Not Applicable; I = Included; E = Excluded; BO = Required by Others; AS = Additional Services

General Services			
Owner Design/Consultant Standards	I	Core & Shell Design	NA
Review Existing Drawings	I	Tenant Improvement Design	NA
Generate As-Built of Existing Conditions	BO	Building Renovation/ Security Vestibule Addition	I
Field Review of Existing Conditions	I	Building Addition	NA
Predesign/Assessment Services	BO	New Build	I
Schematic Design/ Limited	I	Cost Opinions, Max. Number (2)	I
Design Development	I	Multiple Bid Packages, Max. Number	Edit
Construction Drawings	I	Pre-purchase Equipment Package	AS
LEED Documentation	NA	Phased Construction Documentation	E
LEED Documentation w/ Energy Analysis	NA	Autodesk; AutoCAD Software	NA
Mechanical Prime Consultant Services	NA	Autodesk; REVIT MEP (BIM)	I
Architectural Services	BO	Design, Bid, Build Delivery	I
Structural Engineering Services	BO	Design-Build Delivery	NA
Electrical Engineering Services	BO	CM/GC delivery	NA
Civil Engineering Services	BO	Base Plan Generation	BO
Assessment/Predesign Services (not required)			
Owner Design/Consultant Standards	NA	Deficiencies List	NA
Review Existing Drawings	NA	Opinion of Probable Construction Cost	NA
Field Review of Existing Conditions	NA	Retro-Commissioning	NA
Existing Conditions Report	NA	Code Review	NA
Owner/Client Template Use	NA	Other	NA
Schematic Design Services (limited)			
Schematic Design Narrative	I	Outline Specifications	NA
Schematic Design Drawings	NA	Review Existing Drawings	I
Consultant Meeting(s) Max. Number	Edit	Field Review of Existing Conditions	I
Owner Review Meeting(s) Max. Number	Edit	As-Built of Existing Conditions	BO
HVAC System Analysis, Max. # of Systems	NA	Opinion of Probable Construction Cost	E
Autodesk; AutoCAD Software	NA	Life Cycle Cost Analysis	E
Autodesk; REVIT MEP (BIM)	NA	Simple Payback Analysis	E
Code Review	NA	Preliminary Utility Coordination	NA
Design Development Services			
Design Narrative	NA	Outline Specifications	NA
Design Development Level Drawings	I	First Draft Specifications	I
Consultant Meeting(s) Max. Number	1	Opinion of Probable Construction Cost	I
Owner Review Meeting(s) Max. Number	1	Equipment Cut Sheet Package	I
Value Engineering and Redesign	NA	Autodesk; AutoCAD Software	NA
Mechanical System COMCHEK	NA	Autodesk; REVIT MEP (BIM)	I
Jurisdictional Review Meeting(s) Max. #	Edit	Utility Coordination	I
Commissioning Agent Review Comments	NA	Review Envelope Design for Compliance	BO
Construction Document Services			
Design Narrative	NA	Specifications (On Drawings)	I
Bid/Permit Drawings	I	Specifications (Project Manual)	NA
For Construction Submittal Package	I	Opinion of Probable Construction Cost	I
Consultant Meeting(s) Max. Number	1	Autodesk; AutoCAD Software	NA
Owner Review Meeting(s) Max. Number	1	Autodesk; REVIT MEP (BIM)	I

Value Engineering and Redesign	AS	Final Utility Coordination	I
Construction Document Printing	BO	Commissioning Agent Review Comments	NA
Bidding and Negotiation Phase Services			
Generate Written Addenda	I	Respond to Bidding Questions	NA
Generate Graphic Addenda	I	Attendance at Pre-Bid Meeting	NA
Value Engineering and Redesign	NA	Attendance at Bid Opening	NA
Substitution Request Review	NA	Bid Analysis	NA
Construction Administration Services			
Attendance at the Preconstruction Meeting	AS	Site Visits/Meetings w/ Reports	1
Attendance at Weekly OAC Meeting(s)	Edit	Written Response to Info. Requests (RFI)	I
Submittal and Shop Drawing Review	I	Graphical Response to Info. Requests (RFI)	NA
Substitution Request Review	AS	Change Order Generation	BO
Supplemental Instruction Generation	NA	Supplemental Pricing Review	AS
Commissioning Meeting(s) Max. Number	Edit	Response to Commissioning Comments	NA
Test, Adjustment and Balance Report Rev.	I		
Closeout Services			
Final Punch List Generation Max. Number	1	Review O&M Manual(s)	I
Punch List Verification Visit(s) Max. Number	Edit	Review Contract Record Drawings	I
Generate Letter(s) of Compliance	NA	Generate Electronic Record Drawings	I
Other	NA	Other	NA
Warranty Services (not requested)			
Site Visitation(s) During Warranty Period	Edit	Trouble Shooting Assistance	NA
Control Sequence Verification	NA	TAB Assistance and Verification	NA
Other	NA	Other	NA

SPECIFIC BASE SCOPE OF SYSTEMS CHECKLIST

Systems Provided Key:

NA = Not Applicable; I = Included; E = Excluded; BO = Required by Others; AS = Additional Services

Fire Sprinkler System Services			
Site Utility Coordination (Fire Service)	NA	Wet Pipe Fire Sprinkler Systems (existing)	I
Fire Department Connection Location	NA	Dry Pipe Fire Sprinkler System	NA
Fire Sprinkler System Zone Analysis	NA	Precision Fire Sprinkler System	NA
Fire Sprinkler Riser Detailing	NA	Anti-Freeze Fire Sprinkler Systems	NA
Electric Fire Pump	NA	Deluge Fire Sprinkler System	NA
Diesel Fire Pump	NA	Clean Agent Fire Suppression System	NA
Fire Alarm System Design	BO	Fire Alarm System Coordination	NA
Outline Piping System Layout (Limited)	NA	Outline Sprinkler Notations on Plan	NA
Detailed Piping Layout	NA	Sprinkler Adds/Relocates	I
Other	NA	Performance Based Specification	I
Plumbing System Services (not required)			
Domestic Water Distribution	NA	Water Service Size Calculations	NA
Sanitary Drainage and Vent	NA	Water Meter Location Coordination	NA
Natural Gas Distribution	NA	Gas Load Calculations	NA
Roof Drainage Collection	NA	Gas Meter Location Coordination	NA
Corrosive Drainage and Vent	NA	Gas Service Design	NA
Domestic Hot Water Generation	NA	Site Utility Connection Coordination	NA
Hot Water Temperature Maintenance	NA	Irrigation Distribution	NA
Grease Drainage Collection	NA	Utilities Beyond Five (5) Feet from Bldg.	NA

Grease Interceptor Design	NA	Grease interceptor Sizing Calculations	NA
Sewage Ejector Design	NA	Sump Pump Design	NA
Elevator Sump Pump Design	NA	Under-drain Foundation Drain	NA
Domestic Water Pressure Booster System	NA	Domestic Water Softening/Filtration	NA
Compressed Air Distribution	NA	High Purity Water Systems	NA
Air Compressor Selection	NA	Oxygen Distribution	NA
Vacuum Collection System	NA	Bulk Oxygen Storage System	NA
Vacuum Pump Selection	NA	Argon Distribution	NA
Other	NA	Bulk Argon Storage System	NA
Other	NA	Carbon Dioxide Distribution	NA
Other	NA	Bulk Carbon Dioxide Storage System	NA

Heating, Ventilation and Air Conditioning Systems (Div. 23)

Rooftop Air Handling Systems	NA	Gas Fired Boiler, Cast Iron	NA
Packaged Rooftop Air Handling Systems	NA	Gas Fired Boiler, Condensing	NA
Gas Fired Rooftop Systems	NA	Alternative Fuel Boiler	NA
Indoor Air Handling Systems	NA	Electric Boiler	NA
Variable Air Volume (VAV)	NA	Air Cooled Chiller	NA
Constant Volume (CV)	NA	Water Cooled Chiller	NA
Variable Volume and Temperature (VVT)	NA	Cooling Tower	NA
Fan Coil	NA	Closed Circuit Cooling Tower	NA
Heat Pump	NA	Ground Source Loop (Vertical)	NA
Gas Fired Make-up Air	NA	Ground Source Loop (Horizontal)	NA
Ductless Split Systems (if required)	I	Electric Heat	NA
General Exhaust Systems	NA	In-Floor Radiant Heat	NA
Grease Exhaust System	NA	Hydronic Snow Melt	NA
Fume/Vapor Exhaust System	NA	Heating Water Pumping System	NA
Condensate Exhaust System	NA	Chilled Water Pumping System	NA
Central Dust Collection System	NA	4-Pipe Distribution	NA
Specialty Exhaust	I	2-Pipe Distribution	NA
Fume Hood(s)	BO	Plate and Frame Heat Exchanger	NA
Multi-Zone Air Handling System	NA	Shell and Tube Heat Exchanger	NA
Electronic Digital Controls	NA	Extension/ reuse of existing systems to support vestibule	I
Pneumatic Temperature Controls	NA	Other	
Electronic Building Automation System	I	Other	

Additional Services Comments:

1. Base scope of work associated with the systems outlined above assumes adequate water pressures and sewer elevations to allow for systems operation without the need for pumping equipment. Sump pumps, sewage ejectors, domestic booster pumps and/or fire pumps if required can be designed but have not been included in the base fee identified.
2. Additional Services listed above can be provided, however additional compensation above that listed in the base proposal will be required.

Assumptions and Exclusions:

The following assumptions and exclusions have been made in the development of this proposal.

- Base plan/model generation will be developed by others for EME use. Each school will have a separate set of drawings.
- Original building documentation (As-Built Condition) is available in AutoCAD/Revit format from owner archives and will be supplied to EME prior to commencing the scope of work outlined above. Per discussions with Treanor HL, we have included additional time for EME staff to visit DCSD archives to procure the necessary documents for each school in the location of work only.
- Delivery of project milestones will be through electronic transmission, including final sealed and signed documentation for permitting and construction. Client will notify EME of electronic file transfer protocols during the initial stages of the project.
- Document printing services are excluded from this proposal. Should document printing services be requested of EME, charges associated with document printing will be billed as a reimbursable expense.
- Design coordination meetings will be held through electronic forums (Go-To-Meeting or similar). Client and owner review meetings will be held at the office of the owner or client offices.
- Owner/ architect to provide vestibules security equipment head load data for use in completing load calculations.

Engineers Compensation

We propose to provide the above mechanical engineering services for a lump sum fee of **\$75,500**, as outlined below:

<i>Design Phase Services:</i>	<u><u>\$55,500</u></u>
Schematic Design Phase Services	\$4,500
Design Development Phase Services	\$15,000
Construction Document Phase Services	\$32,500
Bidding and Negotiation Phase Services	\$3,500
Design Phase Expenses	Included
<i>Construction Administration:</i>	<u><u>\$12,500</u></u>
Construction Phase Services	\$12,500
Construction Phase Expenses	Included
<i>Project Closeout:</i>	<u><u>\$7,500</u></u>
Punch List Generation/Verification Services	
Closeout Documentation and Review	\$5,000
Record Drawings	\$2,500
Project Closeout Expenses	Included
<i>Warranty Period Services:</i>	<u><u>Not requested</u></u>

See TreanorHL Fee Schedule for break-out of HS/MS CA fees

Expenses are included in the above noted fees. This paragraph pertains to additional services

Project Related Expenses

Project-related expenses included in the above fee include anticipated travel related expenses, including subsistence and lodging where applicable as outlined in the scope of services noted above.

Reimbursable expenses not included in the above fees will be billed as incurred at 1.10 times actual costs. Reimbursable expenses will include unanticipated travel, including subsistence and lodging where applicable, printing or plotting services, multiple plots or reproduction of drawings and specifications for bidding, Owner or jurisdictional review and record documentation. Mileage charges, if incurred will be billed at the current mileage rates as defined by the IRS.

Invoices

Invoices for services and for project related expenses will be submitted approximately monthly. Invoices for engineering fees will be based on a percent of project completion basis.

Treanor HL agrees to review invoices upon receipt and notify Envision Mechanical Engineers Inc. immediately of any irregularities or errors that would preclude prompt payment. Failure to notify Envision Mechanical Engineers Inc. of irregularities or errors in any invoice within ten days of receipt will constitute acceptance of that invoice for payment in full.

Payment

Payments are due and payable upon receipt of our invoice. Amounts unpaid after 30 days from date of invoice shall bear interest at the rate of 1-1/2% per month. If payment is not received when due, Envision Mechanical Engineers, Inc. shall be entitled to all reasonable costs of collection including attorney's fees.

Acceptance of Proposal

This proposal is valid for acceptance for 30 days from the date submitted and thereafter is subject to revisions, withdrawal or renegotiation. Within the 30-day acceptance period, or thereafter, this proposal shall be deemed to be accepted by the Client upon any of the following events:

- a. Execution of agreement with signed copy returned to Envision,
- b. Written or verbal request for Envision to commence work on any part of the scope of work of services,
- c. Payment of Envision invoice for services whether in whole or in part.

If this proposal meets with your satisfaction please indicate by your signature below, which shall become a binding agreement between parties, (or) include this proposal as an attachment to your standard Sub-Consultant Agreement.

Respectfully,

ENVISION MECHANICAL ENGINEERS, INC.

 C. Nick Sauer
 President
 Envision Mechanical Engineers, Inc.

_____ Adam Braunstein

Principal
TreanorHL

Date

Terms and Conditions

Performance of Services: The Consultant shall perform the services outlined on the attached Proposal for Mechanical Engineering Services in consideration of the stated fee and payment terms identified.

Additional Services: For additional services not included above, the Consultant shall be compensated as follows:

On an hours times hourly rate basis (see hourly rate schedule attached).

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services except for the sole negligence or willful misconduct of the Consultant.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Certifications, Guarantees and Warranties: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out this Agreement from any cause or causes shall not exceed **\$75,500** or the total fee received for services rendered whichever is greater. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
Initialed: _____ Consultant _____ Client

Ownership of Documents: All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable

~~expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.~~

~~It is agreed the above terms and conditions are incorporated into and made a part of the Agreement on the reverse side of this sheet.~~

~~Initialed: _____ Consultant _____ Client~~



MECHANICAL ENGINEERS, INC.

2021 Hourly Rate Schedule

Principals	\$236.00/HR
Associates	\$180.00/HR
Sr. Engineer/Designer	\$170.00/HR
Engineers	\$160.00/HR
Designers	\$148.00/HR
Construction Observation	\$150.00/HR
Drafters	\$137.00/HR
Administrative Support	\$90.00/HR

March 18, 2021

Mr. Adam Braunstein
TreanorHL
1755 Blake Street, Suite 400
Denver, Colorado 80202
abraunstein@treanorhl.com
(303)298-4700

**RE: Douglas County School District
Vestibule Security Modifications
Douglas County, Colorado**

Dear Adam:

In response to your request, we submit this Agreement for professional engineering services for your consideration. Our services included in this Agreement are defined as indicated below.

PARTIES TO THIS AGREEMENT

This Agreement for professional service will be entered into by:

TreanorHL, hereinafter referred to as the Client, and AE Design, hereinafter referred to as the Consultant.

DESCRIPTION OF WORK

Provide electrical engineering, lighting design, and construction administration services for the above referenced project. A brief description of the project is as follows:

Modifications to existing entry vestibules to accommodate the Douglas County School District for increased security measures. Anticipated scope is anticipated to include modifications to the security office, addition of new access control devices, intercom, modifications to existing lighting systems/controls, and modifications to existing automatic door operators.

Project locations include:

High Schools

Castle View	Castle Rock
Legend	Parker
Chaparral	Parker
Rock Canyon	Highlands
Thunder Ridge	Highlands
DC High	Castle Rock
DC High South	
Highlands Ranch High	Highlands



Mountain Vista	Littleton
Ponderosa	Parker
DC Oakes	Castle Rock

Middle Schools

Castle Rock Middle	Castle Rock
Cimarron	Parker
Mountain Ridge	Highlands
Ranch View	Littleton
Rocky Heights	Lone Tree
Sagewood	Parker
Cresthill	Littleton
Sierra	Parker
Mesa Middle	Castle Rock

SCOPE OF WORK

Upon execution of this Agreement, the Consultant will provide the following design services:

- A. **Basic Design Phase Services**
1. Planning and assistance in space utilization relative to the electrical design services.
 2. One, (1), pre-design field survey to review existing electrical systems at each of the project location. The survey is anticipated to include (1) electrical engineer for a maximum of 1 hour on site to review the existing electrical, lighting, IT, and security infrastructure.
 3. Conferences with the Owner's representative, other consultants, building department officials, utility company and other governmental agencies to determine the final design fundamentals related to this project.
 - a. All coordination meetings are anticipated to occur virtually via web meetings. A total of 10-hours towards team coordination meetings will occur for the entire project. Additional team coordination meetings will be billed hourly.
 - b. It is anticipated that a total of 8-hours of meetings towards District review meetings will occur for the entire project. All District review meetings are anticipated to occur virtually via web meetings. Additional time spent towards district review meetings will be billed hourly.
 4. Design and construction documents will be issued in Three, (3), packages for electrical design documents:
 - a. 100% Schematic Design Coordination and preliminary budgeting
 - b. 50% Construction Documents District Review/Coordination
 - c. 100% Construction Documents Construction, permit, and final pricing
 5. It is anticipated that the electrical service/distribution/branch circuit panel boards are adequate to service the needs of the vestibule modifications at each project location. No electrical service of modifications is include in the base



design agreement.

6. It is not anticipated that LEED or other green building certification for this project will be desired. However, energy efficient ideas and design strategies will be proposed and analyzed for presentation and potential implementation throughout the design process.
7. Provide electrical systems infrastructure and branch circuit distribution design as required to meet the needs of the project.
8. Modification, relocation, and/or addition of fire alarm devices to accommodate vestibule modifications per the recommendation of the National Fire Protection Agency (NFPA) as applicable for this project. Fire alarm shop drawings will need to be completed by a NICET Engineer for permit submittal and are excluded from this Agreement.
 - a. Fire Alarm system replacement or upgrades are excluded from this base service agreement.
9. Coordination of ADA door operator locations and interconnection with access control systems, per district standards.
10. Coordination of security systems:
 - a. Location entry card reader, door contact, request for exit device locations, per district standards
 - b. Location of intercom system devices
 - c. Typical rough-in details per district standards
11. Coordinate connection type and electrical load requirements of Owner provided equipment. The Owner to provide equipment specification sheets and a summary table of electrical criteria for each piece of equipment for coordination.
12. Coordination of connection type and electrical load requirements with mechanical and plumbing systems. The Mechanical and Plumbing Engineer(s) is/are to provide coordination documents a minimum of 5 business days prior to due dates for electrical design documents.
13. Lighting and lighting controls design to consist of the following:
 - a. Modification and/or addition of interior lighting fixtures to accommodate the vestibule modifications. Layout and specification of interior lighting, emergency egress, and exit sign fixtures. Lighting fixture options are to be reviewed with the Owner, Architect, and Client throughout the design process. Final fixture selections are to be based upon the fixture budgets, aesthetics, performance and maintenance criteria set for this project.
 - b. Indication of lighting control intent, including zoning, switching, and specification of lighting controls.
 - c. Energy compliance document completion. The calculations will be monitored throughout the design as part of the lighting design process.
14. Phased document submittals will include the following:
 - a. Schematic Design (SD) Phase:
 1. Review and comment on the Client's Schematic Design plans to identify specific needs as relates to the electrical, lighting,



security, access control, and fire alarm devices.

- b. Construction Document Phase:
 - 1. Electrical equipment layout and space requirements.
 - 2. Power plans with outlets, switches, and equipment locations.
 - 3. Security devices shown on floor plans, including: card access, intercom system, door contact, request for exit, etc.
 - 4. Lighting plans with fixture layout, specifications and control intent.
 - 5. Coordination with mechanical systems
 - 6. Riser diagrams.
 - 7. Lighting fixture specification cutsheet package.
 - 8. Electrical book specifications.

B. Bid and Negotiation Phase Services

- 1. Provide written response to questions pertaining to the electrical and lighting documents. All questions to be posed to the Client in written clarification request format.
- 2. Prepare addenda documents, both in written narrative and drawing format, pertaining to clarifications to the electrical and lighting documents.

C. Construction Administration (CA) and Close Out (CO) Phase Services

- 1. Review shop drawings, manufacturer's information, and all electrical and lighting submittals and samples furnished by the Contractors.
- 2. Provide clarification to questions/RFIs from the Contractor. Question from the Contractor to be issued to the Client in written form.
- 3. Periodic observation of the quality of workmanship and the progress of construction to determine general compliance with the electrical engineering and lighting design construction documents. Written reports with photos of each visit to the site will be provided, including any recommendations that may be appropriate. A maximum of one, (1), project observation is included per project location in the base services. Additional site observations will be performed as requested by the Client and shall be billed hourly at the hourly rates indicated in the fee section of this Agreement.

NOTE: The Consultant shall endeavor to protect the Owner against defects and deficiencies in the work of the Electrical Contractor, but the Consultant does not guarantee the Contractor's performance.

- 4. Project Closeout:
 - a. Preparation of electronic record documents showing significant changes in the work made during construction, based on red-line markups on prints, drawings and other data furnished by the Contractor(s).
 - b. Review of contract prepared/submitted Owner & Maintenance Manuals (O&M).

A. SCOPE EXCLUSIONS

- 1. Design of the following Technology / Low-Voltage Systems has not been included within this agreement unless otherwise indicated as being offered herein as "optional additional design service(s)". However, any/all such systems may be



separately offered as additional services upon request. The systems include, but are not limited to, the following:

- a. Security systems, including but not limited to:
 - 1. Video Surveillance
 - 2. Intrusion (Burglar) Alarm
- b. Life safety communication systems, including but not limited to:
 - 1. Public Safety Radio Bi-Directional Amplification (BDA)
 - 2. "Area of Rescue Assistance" Two-Way Intercom
 - 3. Mass Notification
- c. Paging/Intercom/Bell Tone system.
- d. Paging and Background Music (BGM) system.
- e. Audio-visual (AV) systems.
- f. Theatrical lighting and rigging systems.
- 2. Generator and emergency power system design.
- 3. IECC Electrical Commissioning.
- 4. Commissioning of systems including electrical/power, grounding, lighting, telecommunications, security, paging/intercom, audio-visual, and theatrical lighting.
- 5. Solar photovoltaic or other renewable energy system design.
- 6. Major revisions occurring after the issue of Construction Document.
- 7. Additional design, drawings or specifications alternate systems, equipment or arrangements.
- 8. Submittal review of value-engineered (VE) or alternate equipment and systems proposed by the Contractor(s).
- 9. Construction cost estimating. Review of estimates prepared by a cost consultant is included in the base design phase services.
- 10. Selective coordination.
- 11. Arc flash study/calculations of electrical distribution equipment.
- 12. LEED or other green building certification design, document completion and submission.
- 13. Startup of electrical and lighting systems.
- 14. Life cycle cost estimating or other computer simulated energy modeling.

FEES

See TreanorHL Fee Schedule for break-out.

A.	Fixed fee for base design phase services:	
	Schematic Design - Construction Documents:	\$56,840.00
	High School Projects - Construction Administration Phase:	\$6,380.00
	Middle School Projects - Construction Administration Phase:	\$5,220.00

Total Base Design Phase Fee: \$68,440.00

B. Changed Conditions:

- 1. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and Client shall promptly and in good faith enter into renegotiation of



this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

C. Hourly Rates:

1. Any service in addition to those specified above, shall be authorized in writing prior to commencing work, and shall be compensated on the hourly basis at the following rates:

Principal	\$195.00 / hr
Associate Principal	\$185.00 / hr
Associate	\$180.00 / hr
Senior Project Manager	\$175.00 / hr
Project Manager	\$165.00 / hr
Senior Project Engineer	\$165.00 / hr
Project Engineer	\$150.00 / hr
Senior Lighting Designer	\$140.00 / hr
Senior Project Designer	\$140.00 / hr
Technology Systems Designer	\$140.00 / hr
BIM Manager	\$140.00 / hr
Lighting Designer	\$120.00 / hr
Project Designer	\$120.00 / hr
Intern Designer	\$ 80.00 / hr
Administrative	\$ 90.00 / hr

D. Additional Services:

1. The above items constitute the normal electrical engineering services proposed for this project and are not necessarily intended to be all inclusive for services rendered. Any changes that occur during the course of the project and are agreed to be an expansion of the scope of the project shall be handled as additional services upon written notification.

E. Reimbursable Expenses:

1. Reimbursable expenses are ~~in addition~~ to compensation to the Consultant for basic and additional services, and included expenditures made by the Consultant, his employees, or his consultants in the interest of the project. Reimbursable expenses include, but are not limited to:

Included: \$200.00 has been included in the TreanorHL Additional Service Request for AED.

- a. Expenses of transportation for travel in relation to the project outside of the Denver metropolitan area. Mileage shall be billed at the current federal standard mileage rate.
- b. All other reimbursable expenses are to be invoiced at cost. These reimbursable expenses included, but are not limited to, the cost of deliveries, postage, out of house drawing reproductions and plots, fees paid to sub-consultants for services provided in connection with the project. Sub-consultants shall be retained by the Consultant only with the Client's prior written approval.

~~F. Invoices:~~

- ~~1. Invoices will be electronically submitted to the Client by the Consultant approximately on the 25th of the month for inclusion to the billing submittal to the Owner. The Client shall notify the Consultant if invoice submittals shall be under separate means or by a specific date.~~



2. Payments from the Client shall be made within seven (7) days of receipt of payment from the Owner.

ADDITIONAL TERMS AND CONDITIONS

- A. **Ownership:** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- B. **Betterment:** If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- C. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed fifty thousand dollars (\$50,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- D. **Governing Law:** This Agreement shall be governed by the law of the principle place of business of the Consultant.
- E. Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
- F. The Consultant intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.
- G. **Project Abandonment:** If the project is abandoned, terminated or deferred for a substantial period of time, upon five (5) days written notice, efforts will be made to keep all costs minimal. The Consultant shall be paid for services performed subject to maximum limits of compensation previously set forth herein, the sum equal to the hourly rates indicated above times the number of hours incurred up to the end of the 5-day notice of abandonment period, plus all reimbursable costs incurred in connection therewith. All original documents will be retained by the Consultant.
- H. **Termination:** In the event of substantial failure to perform in accordance with the terms of this Agreement, by either party, the Agreement may be terminated by the other party upon seven (7) days written notice. If terminated, the Consultant shall be compensated for services performed to the termination notice date, at the Consultant's standard hourly rates as outlined herein.
- I. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation Agreement with all



~~contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties~~

- ~~J. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.~~
- ~~K. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.~~



This Agreement is offered by AE Design, as of the date written at the beginning, and when approved by initials on all pages and signatures below, will constitute a contractual agreement for electrical engineering services on the project.

We look forward to the successful completion of this project and appreciate the opportunity to work with your firm.

Sincerely,

AE Design

Jeff Mullikin, P.E.
Principal

Client:
TreanorHL

Consultant:
AE Design

Signature: _____

Signature: _____

Name: _____

Name: Jeff Mullikin, P.E.

Title: _____

Title: Principal

Date: _____

Date: _____