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April 7, 2022

Brian Gegg, Superintendent
Arapahoe-Holbrook Public Schools
610 Walnut Street
Arapahoe, NE 68922

RE: Proposal for Professional Services

Dear Mr. Gegg,

KPE -Consulting Engineers, Inc. dba KPE Architecture Engineering Forensics (CONSULTANT) is pleased to present this agreement for professional architectural and engineering services to Arapahoe-Holbrook Public Schools (CLIENT) for Project Description/Scope of Work.

Scope of Services

CONSULTANT shall provide professional services for the attached Exhibit A (Scope of Services).

Personnel

Chad Liechti will serve as the Project Manager. CONSULTANT'S staff of engineers will perform the agreed upon Scope of Services.

Compensation

CONSULTANT shall provide professional design services as identified in the Scope of Services for a Lump Sum of \$50,000.

CONSULTANT shall provide site visit and subsequent field report for Construction Administration per the request of the district for \$2,400 per site visit.

CONSULTANT will provide Additional Services as identified in the Scope of Work (Exhibit A) upon CLIENT'S request and receipt of your written authorization. Additional Services will be charged on an hourly basis in accordance with CONSULTANT'S standard hourly rate schedule, which is provided upon request.

Terms and Conditions

This agreement consists of this proposal letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B. This proposal is valid for 45 days.

Please confirm your acceptance of this agreement by signing below and returning one signed copy to the Sender of this Proposal for Professional Services.

KPE Architecture Engineering Forensics – CONSULTANT

Chad Liechti, Associate Principal

Arapahoe-Holbrook Public Schools – CLIENT

Brian Gegg

Date of Acceptance

The contract is for providing professional engineering services for the referenced project. The project is located at 610 Walnut Street and consists of an HVAC renovation for classrooms.

The project delivery includes the following phases of work: Construction Documents, Bidding, Construction Administration Construction Observation (CACO).

A. Project Delivery

1. General
 - a. Background drawings
 - (i) From owner provided drawings/From field verification of existing conditions
 - b. Virtual Kick-off meeting with CLIENT.
2. Schedule
 - a. Bid documents completed by end of May.
3. Construction Documents
 - a. COMCheck
 - b. Deliverables – Digital Copy Only
 - (i) Large format drawings
 - (ii) Book Specifications
 - (iii) The Construction Documents shall be stamped by State Licensed Registered Professional Engineers.
4. Bidding Services
 - a. One (1) Pre-Bid Meeting
 - b. Clarification and schematic documentation to contractors during bidding.
 - c. One (1) Bid Opening Meeting
5. Contract Administration/Construction Observation (CA/CO)
 - a. Submittal Review
 - b. Clarification and schematic documentation to contractors during construction
 - c. Timely responses to Requests for Information (RFI's) from contractor
 - d. Change order review and cost checking
 - e. Request for Payment review and certification processing
 - f. Punch list

B. Specific Scope of Work

1. Mechanical (HVAC)
 - a. Design for new HVAC systems

- (i) Design an air cooled VRF system. KPE shall provide performance specification and general layout for VRF system. Manufacturers bidding shall be responsible for sizing refrigerant lines and solenoid valves per operations and maintenance manuals.
 - Fan coils will be ducted and wall mount units
 - Condensers will be ground mounted
 - Existing Renewaire units will be evaluated for code required ventilation
 - Existing furnaces will remain to be used as backup heat
 - Ceiling tiles will be removed and reinstalled for installation of fan coils.
 - (ii) Controls will be stand-alone VRF controllers (Connection to existing Alerton system will need to be done by district if desired)
- 2. Electrical
 - a. Design of Power Distribution System
 - (i) Design connections for all HVAC equipment
 - (ii) Evaluate electrical service entrance and update capacity as needed.

C. Clarifications to Scope of Work

- 1. Existing electrical equipment assumed to have adequate capacity. Design of modifications for additional capacity would require additional services, if required, at KPE's standard hourly rates.
- 2. All work shall be within 5 feet of the building perimeter.
- 3. Upon code review any required work not within this scope to be additional services at KPE's standard hourly rate.
 - a. AHJ
 - b. Scope changes affecting code review
 - c. Code requirements beyond scope of work

D. Other Potentially Required Services (Not included in scope of work)

- 1. Design of Project alternates are additional services at CONSULTANT's standard hourly rates.
- 2. Additional Specification and Drawing reproduction at time and material costs.
- 3. Plumbing design, Fire Protection design, and Structural design.
- 4. Value Engineering
- 5. Contract Administration/Construction Observation (CA/CO) including but not limited to the following tasks:
 - a. Owner/Contractor Contract Development
 - b. Pre-Construction Meeting.
 - c. Site visits including subsequent reports for on-site Construction Administration
 - d. 3D Scanning to document existing conditions and/or construction progress

EXHIBIT A SCOPE OF SERVICES

6. Additional site visits.
7. Additional meetings.
8. Specialty Systems – Data, Telecomm, Security, Access Control, A/V, etc.
9. Permits and special plan review fees from local and state entities to authority having jurisdiction obtained and submitted by others and/or specified in the construction documents. Permit fees are to be paid by contractor.
10. Any potential utility fees associated with the project paid by others.
11. Special inspections required by local and state building codes. These inspections are usually third-party inspections which are paid for by the building owner.
12. Other services not identified in Scope of Services above.

EXHIBIT B GENERAL PROVISIONS

This is an exhibit attached to and made part of the letter agreement dated **April 7, 2022** between: **Arapahoe-Holbrook Public Schools** (CLIENT) and **KPE –Consulting Engineers, Inc.** (KPE) (CONSULTANT). The General Provisions agreed to by CONSULTANT AND CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT, as instruments of service shall remain property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project: however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S sub consultants.

CADD/Electronic Files: In accepting and utilizing any drawings, reports, and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination of Agreement: This agreement or any portion thereof, may be terminated by either party upon 7 days written notice to the other party. In event such Notice of Termination shall be given, full payment of General Consulting Engineering for work performed prior to the date of termination shall be made to CONSULTANT within 30 days after the date of termination.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensations for such changes. Fees for these changes will be computed on an hourly basis using the CONSULTANT'S rate schedule.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees to limit the CONSULTANT'S liability to all parties on the project (excluding only the CONSULTANT'S negligent professional acts, errors, or omissions), such that the total aggregate liability of the CONSULTANT shall not exceed the CONSULTANT'S total fee for services rendered under this contract, or \$20,000.00 whichever is greater.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Contractor's Work: That the CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the CONSULTANT shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the client's contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Hazardous Materials: That the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Payment: CONSULTANT will bill you monthly for services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to CONSULTANT upon receipt of invoice. Invoicing shall occur no more frequently than monthly intervals. A service charge of one and one-half percent per month will be added to amounts outstanding after 30 days. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.