From Stephen Henry <stephen.henry@bvsd.org>
Subject **BCSIS / High Peaks Design services**
To Erik Jeannette <ejeannette@iconergy.com>
Cc Gene Temanson <gene.temanson@bvsd.org>
Date June 11, 2024 1:22:36 PM MDT

Hello Erik,

Please see attached CO for the added design work at BCSIS/High Peaks. If you can please sign and return I can get this finalized in our system.

All the best,

--

Stephen Henry
Manager - Project Bond
Boulder Valley School District
6500 East Arapahoe Road
Boulder, CO 80303
C: 303.324.0983
P: 720.561.5953
stephen.henry@bvsd.org

Attachments:

- CONPC-00001 - 22 - BCSISHigh Peaks Elementary - CO 06112024.pdf

BOULDER VALLEY SCHOOL DISTRICT RE2

Boulder, Colorado

Change Order

Project Name: 22 - BCSIS/High Peaks Elementary
Change Order No.: CONPC - 00001
Date: 6/11/2024
BVSD P.O. #: 462521
Vendor: Iconergy
Contract for: $ 5,776.00
Vendor #: 24907
Activity Code: 979-2201
BVSD Project Number: 41/979/4000

PURCHASING: Add **"C-0001"** to "**User Field 6**" on the "Line" under "Move / User" in Infor to ensure e-Builder is updated properly with this CO

You are directed to make the following changes in this Contract: 20776

Provide Mechanical and Electrical CD Design to alleviate the heating issues in the energy recovery ventilator areas at BCSIS/High Peaks

Change Item #	Description	Change Amount
001	100% Design: Mechanical, Electrical	$ 15,000.00
002	BCSIS/HP Controls Commissioning	$ .00
	Total	$ 15,000.00

The original Contract Sum was	$ 5,776.00
Net Change by previous Change Orders	$ .00
The Contract Sum prior to this Change Order was	$ 5,776.00
The Contract Sum will be adjusted by	$ 15,000.00
The new Contract Sum including this Change Order will be	$ 20,776.00

ACCEPTED: Iconergy

BY:

Date:

APPROVED as to substance in behalf of
BOULDER VALLEY SCHOOL DISTRICT RE2

BY:

Operations Project Manager

Date:

(Signature required only for changes over $50,000 but < $100,000)
BOULDER VALLEY SCHOOL DISTRICT RE2

BY:

Bond Director or Assist. Superintendent of Operations

Date:

(Signatures below required only for changes over $100,000 but < $250,000 by Superintendent or if > $250,000 by BOE president)
BOULDER VALLEY SCHOOL DISTRICT RE2

BY:

Superintendent or President, Board of Education

ATTEST:

Secretary, Board of Education

Date:

iconergy
www.iconergyco.com
1905 Sherman St. #1040
Denver, CO 80203

June 5, 2024

Gene Temanson
Boulder Valley School District
6600 Arapahoe Rd | Boulder, CO 80303
Gene.Temanson@bvsd.org

Dear Gene:
Thank you for the opportunity to provide BVSD with this proposal for design engineering consulting services to help remedy heating issues that exist within the BCSIS/ High Peaks School. Erik Jeannette, P.E., will be the primary engineer working on this project from Iconergy, and he will be assisted by Dallas McCoy, P.E..

SCOPE OF WORK

Iconergy will provide mechanical, and electrical 100% CD design to alleviate the heating issues in the energy recovery ventilator areas at BCSIS / High Peaks.
The design scope is as follows:

1. ME schematic design to develop a solution to provide adequate heating to all spaces served by ERV3 and ERV5 (See yellow and orange highlighted image below).
    i. Iconergy will review existing conditions and as-built plans
    ii. Iconergy will generate an energy load model to identify the amount of heating that is needed to satisfy the space on a -5F design winter day.
    iii. Iconergy will create a mechanical and electrical design to add (3) electric duct heaters to the main ERV supply air ducts that serve exterior spaces to bring the supply air up to an acceptable temperature so that the reheat coils can heat the spaces to 69F on a design Winter day.



GENERAL ACTIVITIES

Mechanical, Electrical Engineering Design & Construction Administration

1) Field verify existing conditions and HVAC equipment, and duct routing, electrical infrastructure.
2) Perform calculations for required design requirements.
3) Select equipment based on the HVAC load data from the original design solution
4) CA: Review submittals, perform (1) construction site visit, respond to RFIs

Meetings and Site visits

1) Include site visits and design meetings as needed to support the design

EXCLUSIONS / ASSUMPTIONS

Note that this design scope assumes that there is adequate electrical service to cost effectively add electrical duct heaters.

The following are excluded from the scope of services. Iconergy is not obligated to provide any services not specifically outlined. Most of the below scopes can be provided by Iconergy for an additional fee if BVSD desires.

1) Changes to scope of Work, or Owner/client requested design changes resulting from modifications to project.
2) Life cycle cost analysis or return on investment calculations (can be provided as an alternate service).
3) Architectural drawings
4) Commissioning

FEE SCHEDULE

The pricing shown is based on the above proposed scope of work for this project. This is a fixed fee price and invoicing will occur monthly as work progresses. Fees are based on the assumption that the project will run without interruption.

Scope	Fee
100% Design: Mechanical, Electrical	$15,000

Thank you for the opportunity to work with BVSD on this project!

Regards,



Erik Jeannette, P.E., CCP
Iconergy Ltd
720-949-5943
ejeannette@iconergyco.com

GENERAL PROVISIONS

Completion of work: Engineer expects to start services promptly after receipt of client's acceptance of this proposal. Fees are based upon the assumption that the project will proceed without interruption.

Additional Services: Additional Services include all services not specifically described in the Letter of Agreement. Additional services will be billed at hourly rates (can be provided separately) unless a negotiated fee is agreed upon by the parties in writing that will amend this agreement.

Project Information: The Client will furnish the Engineer with full information as to Project requirements including any extraordinary considerations or special services needed, and also make available all pertinent existing data.

Construction Means: Engineer does not assume responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor does he assume responsibility for the contractor's failure to carry out the work in accordance with the contract requirements or for stopping the work in the event of such failure. Engineer's review of the contractor's performance is not intended to include review of the adequacy of safety measures, in, on or near the construction site.

Construction Review: It is agreed that the services of the Engineer do not extend to or include the review or site observation of the contractor's work or performance. It is further agreed that the client will defend, indemnify and hold harmless the Engineer from any claim or suite whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. The Engineer agrees to be responsible for his own or his employees' negligent acts, errors or omissions.

Ownership of Drawings: Engineers' drawings and other work products remain his property whether the project for which they are made is executed or not. They are not to be used by anyone on other projects except by written agreement with the Engineer. Copies of the drawings may be deposited in Client's file with other drawings for the project. All original documents will be retained by the Engineer.

Arbitration: All claims, disputes and other matters in question between the parties to this agreement may be decided by arbitration only upon prior agreement by both parties.

Laws: This agreement shall be governed by the laws of the State of Colorado.

Project Abandonment: If the Project is abandoned, terminated or deferred for a substantial period of time, this agreement may be terminated upon 15 days written notice. Engineer shall be paid for services performed, subject to the maximum limits of compensation previously set forth herein, a sum equal to the hourly rates indicated above times the number of hours incurred up to the end of the 15 day notice of abandonment period, plus all reimbursable costs incurred in connection therewith. Engineer shall provide Client with reproducible copies of all documents completed at the date of abandonment.

Remodeling and Rehabilitation Liability Disclaimer: Inasmuch as the remodeling and/or rehabilitation of any existing building required that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Client agrees that, except for negligence on the part of the Engineer, he will hold harmless, indemnify and defend the Engineer from and against any and all claims arising out of professional services provided under this agreement.

Late Payment: If the Client fails to make payment due the Engineer for services and expenses after submission of Engineer's invoice, Engineer, may, after giving notice to Client, suspend services under this Agreement until he has been paid in full all amounts due him for services, expenses and interest. Engineer shall not be held liable for Project delays or Project cost increases because of suspended service. Payment due Engineer and unpaid under this agreement after thirty (30) calendar days from the date on the invoice shall bear interest from the date on the invoice at the rate of one and one-half percent per month, until such time as payment is made.

Legal Expenses: In case suit should be brought because of the breach of any covenant herein contained, on the part of the Client or Engineer, to be kept or performed a breach shall be established and prevailing party shall be entitled to recover all expenses incurred, including reasonable attorney's fees.

Reimbursable Expenses (When applicable as noted in the proposal): Reimbursable expenses means the actual expense incurred directly or indirectly, including handling charges, in connection with Project for: materials, transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); toll telephone calls and telegrams; reproduction of reports, drawings, specifications and similar Project related items in addition to those required in the Letter of Agreement.

Termination of Agreement: The obligation to provide further services under this Agreement may be terminated by either party upon a material breach of disagreement to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

Successors and Assigns: This agreement shall be binding upon and insure benefit to the heirs, personal representatives, successors and assigns of the parties hereto. Neither the Client nor the Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release from discharge the assignor from any duty or responsibility under the Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

Limitation Of Liability: The Client agrees to limit the Engineer's liability to the Client, Project Owners, and to all construction contractors and subcontractors on the project, due to the engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed the Engineer's total fee for services rendered on this Project.