

February 12, 2025

Michael Brantner
Chief Facilities and Security Officer
Pikes Peak Library District
Colorado Springs, Colorado
MBrantner@ppld.org

RE: PROPOSAL FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AND CONSTRUCTION DOCUMENTS FOR THE PIKES PEAK LIBRARY DOWNTOWN CAMPUS IN COLORADO SPRINGS

Dear Mr. Brantner,

N.E.S. Inc. is pleased to present this revised proposal for professional landscape architectural services for the proposed security improvements to the downtown library campus.

The scope of this proposal is the preparation of Construction Documents, and Construction Administration for the proposed fencing, landscape and irrigation for the Downtown, Penrose Library. This proposal does not include design services for the Corten steel entry wall feature as this will be designed by others.

SCOPE OF SERVICES

1. Construction Documents

N.E.S. Inc. will prepare Construction Documents for the site based on the approved Final Landscape Plan, and conceptual renderings. These plans will finalize the fence layout, planting design and material selection, and provide details necessary for construction.

- **Construction Details**

To facilitate installation, N.E.S. Inc. will provide construction details to implement the project. Examples would include fencing, gates, edging, paving, and planting details.

2. Construction Administration

Upon selection of the landscape contractor, N.E.S. Inc. will participate in inspections of the landscape construction to observe the progress of the work and make recommendations to the client regarding any site issues. NES will review shop drawings for the fences and gates. NES will help Final acceptance of the project will be made based upon a satisfactory site inspection by the appropriate client representative assigned as construction manager, contractor representative, and an N.E.S. Inc. representative.

3. Project Coordination

N.E.S. Inc. anticipates several meetings to coordinate with the project team. This scope includes project scheduling, project meetings, conference calls, and email exchanges.

FEES AND COMPENSATION

The anticipated budget for this work is **\$8,800.00**. All work will be performed on a time and materials basis. The proposal provided is an estimate only based upon the anticipated scope of work. If additional work is required outside of this scope of work, or if there are unforeseen delays or issues in the process, an additional service request may be required.

2025 N.E.S. Inc. Rates

Principal/Planning Director	\$250.00 per hour
Associate	\$210.00 per hour
Project Manager/Senior Landscape Architect/Senior Planner	\$190.00 per hour
Landscape Architect/Designer III/Planner III	\$150.00 per hour
Landscape Architect/Designer II/Planner II	\$135.00 per hour
Landscape Architect/Designer I/Planner I	\$120.00 per hour
Plan Technician	\$100.00 per hour
Intern.....	\$70.00 per hour
Administrative.....	\$75.00 per hour
Office Manager	\$90.00 per hour

Direct Expenses are **not** included in the amount shown within this proposal. Direct Expenses include reproductions, printing, transportation (hours and mileage), drafting and computer aided drafting materials, and posting fees, to be passed directly on to the client. Submittal fees are to be paid by client. If N.E.S. Inc. pays the submittal fees for the client, a ten percent charge will be applied to the submittal fees upon billing the client.

GENERAL PROVISIONS

1. Coordination meetings and plan revisions with client and City staff, after plan submittal and first comment response and re-submittal will be accomplished on a Time and Materials basis in addition to the amount established for this agreement.
2. This proposal represents a general estimate of fees. Should the Scope of Services be changed in any way, the estimate indicated herein may need revising. All fees will be based upon Time and Materials, billed monthly. Client will be contacted if we anticipate that we will exceed these amounts.
3. Original drawings and other documents, as instruments of service, are the property of N.E.S. Inc. whether the project for which they were made is completed or not. They are not to be used by the client on other projects, or extensions to this project, except upon written agreement with N.E.S. Inc. Reproducible copies will be provided to the client.
4. Appropriate credit shall be given to N.E.S. Inc. in any general publicity releases, awards submissions, and on-site signs which identify other professionals and contractors working on this project. Drawings prepared for the project by N.E.S. Inc. may not be reproduced unless the reproduction carries proper credit to N.E.S. Inc.
5. At certain critical steps in the planning and development services process, the entire client team, including but not necessarily limited to the client, N.E.S. Inc., the engineering consultants, and the client's attorney, shall meet and review the status of the proposal and options available to the client.
6. N.E.S. Inc. reserves the right to stop work/withdraw from this professional planning services arrangement if the terms and conditions herein are not being met, if conflicts should arise with existing clients/projects, or if the client is not able to be responsive to requests for information or decisions in order to process application(s) in a timely manner.
7. Hourly rates are evaluated each year and may change during the course of this contract.
8. All project meetings are to be conducted in Colorado Springs, or virtually.
9. The total liability, in the aggregate, of N.E.S. Inc. and N.E.S. Inc.'s officers, directors, partners, employees and sub-consultants to client for all claims, costs or damages of any nature whatsoever shall not exceed the total Professional Fees in this contract.
10. A ten percent administrative fee will be charged for any sub-consultant work when we manage the sub-consultant contract for any project.
11. Invoices are due and payable upon receipt. Finance charges at 1.5% per month will be charged on all amounts which are over 30 days past due.

I believe the preceding Scope of Services appropriately describes the work necessary to complete this project. If this agreement meets with your approval, please sign and return one copy to us. I look forward to working with you on this project. Please do not hesitate to call if you have any further questions concerning this matter.

Sincerely,
N.E.S. Inc.



Christian M. Lieber, ASLA
Principal

APPROVED:

PIKES PEAK LIBRARY DISTRICT

By: 

Michael Brantner

Date