



STATEMENT OF WORK NO.: 2

1. INCORPORATION

- 1.1. This Statement of Work (“SOW”) is made as of November 20, 2024 (the “SOW Effective Date”) by and between Douglas County School District RE-1 (“DCSD”) and Wember Inc. (“Supplier”) (collectively the “Parties”).
- 1.2. Supplier hereby agrees to provide the Services set forth below subject to the terms and conditions set forth herein and in accordance with the provisions of the Parties’ Master Services Agreement (the “MSA”), dated September 24, 2024.
- 1.3. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. SOW TERM

The contract shall be effective on the SOW Effective Date and shall remain in full force and effect, at the prices specified herein, until June 30, 2029. DCSD reserves the right to extend the term beyond this date at its discretion.

3. SERVICES DESCRIPTION

3.1 Scope of Services: The Supplier agrees to provide Owner's Representative/Bond Project Management services for assigned new construction, school additions, Legacy Campus Phase II, and Career and Technical Education (CTE) packages to DCSD. These services include, but are not limited to, the following key functions:

Program Management: Acting as an extension of DCSD’s staff to assist with the comprehensive management of assigned new construction, school additions, and CTE packages.

Project Management: Providing leadership, support, and oversight for the completion of designated CIP projects as outlined in this SOW.

Coordination with Stakeholders: Working with various stakeholders, including the Board of Education, DCSD staff, design teams, and construction teams to ensure project success.

4. PARTY’S RESPONSIBILITIES

4.1. SUPPLIER

The Supplier agrees to perform the following tasks:

4.1.1. Collaboration and Coordination:

- Collaborate closely with the DCSD Project Team, including representatives from the Owner (DCSD), Design Teams (architects, engineers, and other specialized professionals), and Construction Teams.

- Assist DCSD in developing solicitation and selection processes for both Design and Construction teams when needed.

4.1.2. Project Management and Scheduling:

- Manage the overall program schedule for assigned new construction, school additions, Legacy Campus Phase II, and CTE packages, ensuring timely progress and adherence to schedules.
- Provide guidance in determining the method of project delivery (e.g., public bidding, CM/GC).
- Offer insight and recommendations on developing and maintaining the quality assurance and quality control program for all new construction, school additions, Legacy Campus Phase II, and CTE projects under management.

4.1.3. Project Reporting and Monitoring:

- Prepare and present regular status reports to DCSD leadership, Board of Education, and relevant committees. These reports will include updates on:
 - Project cost, schedule, cash flow projections, and change orders.
 - Deviations from established cost or schedule projections, along with recommended corrective actions.
- Maintain and update project schedules, submittal schedules, inspection schedules, and other project-related timelines as required.

4.1.4. Technology and Documentation:

- Provide and maintain all necessary technology and software, including computers, hardware, and access to DCSD systems as needed. Ensure compliance with DCSD technology standards.
- Utilize Kahua as the project management system for documentation sharing and updates.
- Employ a secure file transfer system to manage documentation exchange, in accordance with DCSD's IT requirements.

4.1.5. Financial Management and Invoicing:

- Adhere to DCSD's financial processes and systems for reporting project status and financials.
- Submit timely and accurate invoicing, including monthly payment requests that comply with DCSD's reporting and invoicing requirements.

4.1.6. Construction Management:

- Attend project site meetings and assist in the resolution of field issues.
- Monitor contractor schedules, track progress, and recommend adjustments to ensure adherence to timeliness.
- Manage and facilitate the completion of project commissioning processes and guidelines.

4.1.7. Additional Services:

- Assist DCSD with contractor coordination, hazardous materials abatement, and project closeout procedures.
- Support DCSD in coordinating project delivery with educational activities to minimize disruption.

4.2. DCSD

4.2.1. Access and Facilitate:

- Grant the Supplier necessary access to buildings and properties required for the completion of the SOW, including badges, access cards, and keys, as applicable.
- Provide office space, furniture, and supplies for Supplier personnel as needed during the terms of the SOW.

4.2.2. Project Data and Collaboration:

- Ensure access to all required documents, specifications, and plans needed for the Supplier to fulfill their obligations.
- Maintain regular communication with the Supplier to ensure that all information related to project scheduling, budgeting, and performance is provided in a timely manner.

5. SERVICES FEES

5.1. Total Fee: The total compensation for services rendered under this SOW **shall not exceed \$1,820,058.00.**

5.2. Invoicing: Supplier shall submit detailed monthly invoices to DCSD for review and payment.

Each invoice must include:

- Project Title
- School/building name
- Description of services provided
- Hours worked
- Hourly rates, if applicable

5.3. Invoice Submission: Invoices are to be submitted to the Senior Construction Accountant, Kelly Kalcevic, at Kelly.Kalcevic@dcsdk12.org.

6. TERMS AND CONDITIONS

6.1. Contingent on Funding: Financial obligations of DCSD that extend beyond the current fiscal year are contingent upon funds being appropriated and budgeted. In the event funds are not appropriated, the Agreement shall terminate at the end of the fiscal period for which funding was allocated.

6.2. Compliance with Statutory Requirements: Pursuant to Section 22-44-115, C.R.S., any obligation of the contract requiring expenditures contrary to this provision shall be null and void. No school district funds shall be disbursed in violation of this requirement.

7. ATTACHMENTS AND SCHEDULES

The following Attachments and Schedules are incorporated herein:

Attachment A: Checklist

Attachment B: 2024 Bond Plan

[Signatures on Next Page]

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This SOW may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SUPPLIER

By: _____

Name: _____

Title: _____

Date: _____

**Attachment A
Checklist
(Intentionally Left Blank)**

ATTACHMENT B- CHECK LIST

Activites	Supplier can provide (Y)es or (N)o	Comments and/ or additional information
PROGRAM MANAGEMENT		
Review Attachment A1 and A2 and understand the costs and DCSD's program and projects for 2024 Bond.	Y	
Work with DCSD staff to ensure DCSD Board Policy is followed	Y	
Confirm use of DCSD Construction Management Software, Kahua.	Y	
Serve as representative of DCSD throughout the design/construction/project close out and warranty period.	Y	
COORDINATE SCHOOL INVOLVEMENT AND OPERATIONS/COMMUNITY STAKEHOLDER INVOLVEMENT PER PROJECT		
Coordinate schedule of work with the principal or site building administrator.	Y	
Coordinate and facilitate presentations to students, parents, staff and the community at large throughout the process.	Y	
Identify stakeholders of the project.	Y	
Coordinate anticipated construction work with planned and ongoing educational programs and school activities	Y	
Coordinate school community stakeholder input and communication throughout process.	Y	
PRE-DESIGN MANAGEMENT		
Lead the designated committee for the selection of project team (architects/general contractors).	Y	
Ensure DCSD's program and technical standards are utilized in the design and implementation for each project.	Y	
Develop with DCSD the determination of a delivery method most appropriate to the schedule and the outlined goals for each of the projects.	Y	

ATTACHMENT B- CHECK LIST

Activites	Supplier can provide (Y)es or (N)o	Comments and/ or additional information
Facilitate the selection of architects/consultants/contractors/third-party services through a selection process that may require a qualification process. Provide detailed analysis and advise DCSD in the evaluation of proposals.	Y	
Review contracts and negotiate fees with consultants and contractors.	Y	
Manage environmental, geotechnical, and other consultants in order to identify a project's existing conditions in preparation for construction or demolition work.	Y	
Coordinate with the design team throughout the design phases and create progress reports for DCSD as design proceeds.	Y	
Manage overall project budgets to be tracked from start to completion. Maintain accountability to the budget and identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process.	Y	
Provide assistance to DCSD with implementing and coordinating technology, security, furniture, fixtures, and equipment needs as it relates to each project. Assist with the selection of consultants and vendors as necessary.	Y	
DESIGN PHASE MANAGEMENT		
Orchestrate initial reviews with the State and Local agencies with jurisdictions over the project and understand the process that must be followed for final approvals. Include in master schedule.	Y	
Initiate a project review process to review, at a minimum, design options for interior and exterior, high performance design, student and staff safety, code compliance, adherence to school program and resolution of deficiencies with appropriate DCSD stakeholders.	Y	

ATTACHMENT B- CHECK LIST

Activities	Supplier Can provide (Y)es or (N)o	Comments and/ or additional information
Review product selections and specifications for ease of maintenance/warranties/environmentally responsible products and solicit input from maintenance personnel to standardize equipment and construction materials. Verify that selected materials are consistent with the goals set forth for the project.	Y	
Maintain design team accountability to the design intent for the project scope.	Y	
Oversee the establishment of a schematic design estimate and take necessary action such that project is within budget prior to proceeding to Design Development.	Y	
Initiate project review of drawings/specifications and cost estimates with DCSD to ensure stakeholders' requirements are being met, prior to progressing to next phase of design.	Y	
Provide weekly status reports to DCSD summarizing progress, schedule and cost status, major decisions, changes and other key project information.	Y	
PRE-CONSTRUCTION PHASE MANAGEMENT		
Confirm that the permit process is completed prior to start of construction, that an early start permit has been obtained if necessary, and coordinate with agencies affected.	Y	
Coordinate with DCSD as it relates to energy or other rebates that may be available for upgrades provided in projects.	Y	
Manage the contractor's construction schedule and advise DCSD regarding the best sequencing to facilitate productivity and occupancy objectives. Coordinate all work on school campuses with DCSD administrative and school staffs.	Y	
Coordinate and review any modifications to pricing with DCSD staff.	Y	
Review insurance and bonding requirements. Ensure designer, consultant and general contractor insurance certificates meet the specification requirements.	Y	

ATTACHMENT B- CHECK LIST

Activites	Supplier can provide (Y)es or (N)o	Comments and/ or additional information
Insure long lead items are being procured in a timely manner as to not delay the project schedule.	Y	
Review subcontractor bids and process and confirm that a competitive process has been followed in obtaining bids from subcontractors, assist in the review of bids and subcontractor selection, and take necessary action such that subcontractors are properly insured.	Y	
CONSTRUCTION PHASE MANAGEMENT		
Assist DCSD with management and administration of construction contracts, including change orders, pay apps/invoices, submittals, monitoring of construction, document interpretations and other procedural aspects.	Y	
Coordinate the development of a school safety plan for the construction site.	Y	
Report potential budget and schedule variances and prepare recovery plans.	Y	
Take necessary action such that terms of the contract are enforced.	Y	
Monitor safety compliance with all Federal/State/Local requirements through the General Contractor.	Y	
Coordinate moving and storage of equipment and furnishings as necessary.	Y	
During the construction phase, ensure proper coordination is happening with the appropriate DCSD staff.	Y	
Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones.	Y	
Coordinate and attend in person weekly OAC meetings at the jobsite, ensuring all pertinent parties are in attendance. Discuss resolving field and administrative issues. Ensure all documents, ie: daily log, meeting minutes, photos, progress reports, etc., are being uploaded to appropriate folders within DCSD's project management software on a weekly basis.	Y	

ATTACHMENT B- CHECK LIST

Activites	Supplier Can provide (Y)es or (N)o	Comments and/ or additional information
Verify and document that inspections related to quality and code are taking place, review and collect associated reports and assure necessary action is taken to address any deficiencies. Maintain deficiency logs and serve as distributor of reports.	Y	
Advise DCSD on issues including construction costs, schedule, coordination, and owner occupancy, reporting potential budget and schedule variances and recovery plans, including implementation of plans to achieve anticipated project completion.	Y	
Manage coordination of construction scopes and anticipated work by other DCSD departments on each project to avoid multiple disturbances of educational programs.	Y	
Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify DCSD of non- conforming work with the Contract Documents. OR to coordinate with all consultants/ vendors responsible for the non-conforming work to implement a corrective solution.	Y	
Manage selection of commissioning agents and coordinate processes by which commissioning activities take place.	Y	
Evaluate RFI's, product data and change order requests. Advise DCSD on the Change Order process ensuring best price, procedural completion and work accomplishment. Review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing with District staff.	Y	

ATTACHMENT B- CHECK LIST

Activities	Supplier can provide (Y)es or (N)o	Comments and/ or additional information
Review contractor payment requests and verify progress as required. Review appropriateness of monthly pay applications with the design team and take necessary action such that all disputes or claims are resolved prior to approval of final pay application.	Y	
Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through DCSD including but not limited to FF&E.	Y	
Coordinate environmental and abatement work with DCSD as it relates to demolition and construction activities as it applies to the project.	Y	
Manage scheduling and implementation of technology and security as it applies to the project.	Y	
Assist DCSD with any concerns and/or complaints by staff, community members, and parents during construction.	Y	
CLOSE-OUT PHASE MANAGEMENT		
Take necessary action such that there is a seamless handover to DCSD.	Y	
Coordinate the moving of new/old/stored furnishings and equipment into the completed renovation or addition.	Y	
Schedule and assist DCSD in developing punch lists for the project completion and attend all final inspection walk-throughs.	Y	
Coordinate and attend the training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. Verify that DCSD has been adequately trained in systems. Consider training that occurs over a period of time in lieu of too much information in too short of time.	Y	
Coordinate transfer of stock supplies of materials to DCSD as indicated in the specs or construction agreement.	Y	

ATTACHMENT B- CHECK LIST

Activites	Supplier can provide (Y)es or (N)o	Comments and/ or additional information
Ensure all close-out documents are received and properly filed electronically in DCSD's management software.	Y	
Manage acceptance and issuance of the final pay application and verify that the advertising for final payment has been completed.	Y	
Oversee that all inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are complete to obtain a CO or a renewal of the TCO pursuant to 22-32-124.	Y	
Conduct and complete evaluations on designers and contractors as needed.	Y	
Take necessary action such that proper inspections have been conducted, documented, and all permits are in place.	Y	
POST OCCUPANCY		
Schedule the warranty walk through one month prior to the expiration of the warranty.	Y	
Upon discovery of building issues or complaints, assist DCSD in determining necessary steps to take to address these items. Investigate warranty items to confirm the requirements of the warranty are met.	Y	

**Attachment B
2024 Bond Plan
(Intentionally Left Blank)**

Project Name: Douglas County SD New Build and CTE Projects
Issue Date November 6, 2024
Purpose: Wember Fee Breakdown

Mr. Eric McCain
Douglas County School District
2808 Highway 85, Bldg B
Email: elmccain@dcsdk12.org

Mr. McCain

Thank you for the opportunity to submit our proposal for the Douglas County School District Bond Projects. The following breakdown is that form our RFP proposal for the New Build and CTE projects. This proposal outlines the project, scope of services, and fee related to the effort to initiating a the project budget based on the conceptual designs.

PROJECT DESCRIPTION

Per our discussion, Wember understands:

1. The project budget is approximately \$199,481,557.
 - a. Sterling Ranch Elem - \$60,000,000
 - b. Ridgeway Elem - \$60,000,000
 - c. Sierra Middle School - \$30,000,000
 - d. Legacy Campus CTE - \$36,481,557
 - e. Douglas County HS CTE - \$4,000,000
 - f. Highland Ranch HS CTE - \$9,000,000
2. Design is expected to kick off on all projects in the next Month.
3. CM/GC Procurement is underway.

SCHEDULE

Fees are based on the durations listed in RFP for Capital Construction Schedules

- Sterling Ranch Elem – 33 Months
- Ridgeway Elem - 33 Months
- Sierra Middle School - 33 Months
- Legacy Campus CTE - 21 Months
- Douglas County HS CTE - 21 Months
- Highland Ranch HS CTE - 21 Months

SCOPE OF SERVICES

Scope of services are based on RFP Exhibit B attached to this proposal as Exhibit B.

CLARIFICATIONS

1. Owner's Representation services will be billed monthly.
2. Fees are based on the monthly durations and scope of services included in this proposal
3. Wember Inc. Fees do not include detailed cost estimating but do include estimate review & validation, as well and change order review.

PROFESSIONAL SERVICE FEES:

Sterling Ranch Elem		Legacy Campus	
Wember Fee	\$425,000	Wember Fee	\$422,224
Procurement	\$12,750	Procurement	\$12,666
Design	\$97,750	Design	\$97,112
B&N	\$21,250	B&N	\$21,111
Construction	\$246,500	Construction	\$244,890
Closeout	\$46,750	Closeout	\$46,445
Ridgegate Elem		Douglas County HS	
Wember Fee	\$425,000	Wember Fee	\$110,000
Procurement	\$12,750	Procurement	\$3,300
Design	\$97,750	Design	\$25,300
B&N	\$21,250	B&N	\$5,500
Construction	\$246,500	Construction	\$63,800
Closeout	\$46,750	Closeout	\$12,100
Sierra Middle School		Highlands Ranch HS	
Wember Fee	\$300,000	Wember Fee	\$185,000
Procurement	\$9,000	Procurement	\$5,550
Design	\$69,000	Design	\$42,550
B&N	\$15,000	B&N	\$9,250
Construction	\$174,000	Construction	\$107,300
Closeout	\$33,000	Closeout	\$20,350
Total		\$1,867,224	

HOURLY RATES 2024/2025 (for reference as the Project is lump sum) (Rates increase annually at 5%):


Owner's Representative – Senior Project Manager.....	\$ 150/Hour
Owner's Representative – Project Manager.....	\$ 130/Hour
Owner's Representative – Assistant Project Manager	\$ 105/Hour

OWNER:
Mr. Eric McCain
Douglas County School District

CONSULTANT:
Matt Wilhelm
Wember, Inc., a Colorado Corporation

By: _____
Mr. Eric McCain

_____ Date

By: 
Matt Wilhelm, President

11/14/24
Date