

**McKinstry**

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Suite 100  
Golden, CO 80401

August 1st, 2023

Carl Young, Huerfano County Administrator  
Huerfano County, Colorado

**Subject: Huerfano County – 129 Kansas Avenue Dispatch Center REMODEL  
Phase 2 (Pre & Post Grant Award) – Architectural and Engineering Design Services for Design  
Development, Construction Documents, Permitting, Pre-Construction Service, and Grant Writing  
Assistance**

Dear Carl:

McKinstry is honored to provide a proposal for the **Phase 2 – Architectural and Engineering Design Services for Design Development, Construction Documents, Permitting, Pre-Construction Service, and Grant Writing Assistance** scopes of the 129 Kansas Avenue Dispatch Center Remodel for Huerfano County.

Built in 1929, the existing 129 Kansas Ave. building is approximately 12,000sf over two levels and a basement. The work to remodel the existing building to a Dispatch Center, Emergency Operations Center (EOC), and IT offices will involve selective interior demolition of interior walls, new access-controlled dispatch stations, new accessible restroom facilities, a sleeping room, shower facilities, a new Low-Use Elevator for accessible access to all levels of the building, and reconfigured office/storage space along with the associated mechanical, electrical, and plumbing upgrades required.

In our previous Phase (Phase 1) we have outlined the proposed scope of work required to modify the existing structure into the proposed Dispatch Center/EOC/IT Offices. Phase 2 work will involve translating that outline into a drawing set that the City of Walsenburg and our Contractors can review, approve, and provide accurate pricing from. Additionally, we have proposed General Contracting (GC)/preconstruction services to assist the County in bidding out scopes of works, selecting installation subcontractors, and project managing the GC scopes of work to get to a viable construction contract.

As part of the Phase 1 work, McKinstry identified several state and federal grants available for local jurisdictions that fit the scope and conditions of this project. The grant strategy proposed involves applying for three (3) of those State and Federal grants (listed below) and minimizing the required matching funds needed from Huerfano County. McKinstry will continue to work with the County to apply for the Beneficial Electrification grant, Department of Energy Remote & Rural Grant and Department of Local Affairs Resiliency Challenge grants for this project and that is an included service with everything above.

Please find below our proposed process for Design Development (DD), Construction Document (CD), Permitting, Pre-Construction, and Grant Writing Services.

We look forward to the opportunity to work with the county on this exciting renovation project.

Sincerely,



Ashley Brasovan, Senior Account Executive  
303.968.4138 | [ashleyb@mckinstry.com](mailto:ashleyb@mckinstry.com)

## I. Scope of Work

Based on the proposed scope of work identified in Phase 1, we have outlined our proposed list of tasks, schedule, and professional fee for completion of Phase 2 work below:

### PRE-GRANT AWARD SCOPE

#### **TASK 1: DESIGN DEVELOPMENT (5 weeks)**

During this phase, our team will translate the design choices from Phase 1 into a Design Development (DD) drawing package for contractor pricing and stakeholder review.

The Design Team will review the proposed scope with the County and clarify any outstanding questions or requested alterations. Our team will then prepare technical documents for the proposed renovation including Code Compliance, Demolition Scope, Construction Scope, Accessibility improvements, and Finish selections. The Design Team will have regular check-ins with the County stakeholders to discuss progress and any concerns that come up.

This information will be presented to the County and Construction team for review and comment prior to commencing work on the formal Construction Document Set for submittal to the City of Walsenburg.

#### **Deliverables:**

The **Design Development** package will include the following:

- Formal Code Study (*to be reviewed with Walsenburg's 3<sup>rd</sup>-Party code review consultant*)
- Demolition Plans
- Overall Construction Plans
- Mechanical, Electrical, and Plumbing Plans
- Structural Plans
- Enlarged Restroom and Elevator plans
- Proposed Partition Assemblies
- Proposed Finish Schedule

#### **Meetings:**

- DD Kick-Off Meeting: One to two (1-2) hour virtual meeting with project team members to go over project schedule milestone deliverables and dates, expectations for deliverables, and overview of design expectations with areas for opportunity.
- Site Visit: The Design Team will visit the site for a to clarify any outstanding questions as the DD set is being developed.
- Design Coordination Meetings: Bi-Weekly One (1) hour virtual meetings with project team members to coordinate drawings – Two (2) total.
- Design Development Package Page Turn: Conducted by Architectural team. Feedback and comments shared with project team shortly thereafter.

#### **TASK 2: GRANT WRITING ASSISTANCE**

During the Phase 2 work (and prior to the official kick-off of Phase 2), McKinstry will research and prepare grant application materials for submittal to the state and federal government. As part of the 129 Kansas Avenue Renovation Project, McKinstry has targeted 3 grants available from the State of Colorado and the US Department of Energy that fit the scope of this project. McKinstry will communicate with the State and federal government regarding the appropriateness of the grants provided and provide direction and assistance to Huerfano County in applying for these grants.



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**Deliverables:**

The **Grant Writing** deliverables will include the following:

- Present research on available grants to Huerfano County
- Prepare/finalize applications to state and federal grants
- Assist with presentations needed for grant short lists

*Note:*

*Grants are expected to be awarded in November. Once Grant awards have been announced McKinstry will proceed to the post-grant award scope below.*

POST-GRANT AWARD SCOPE

**TASK 3: CONSTRUCTION DOCUMENTS (3 weeks)**

During this phase, our team will prepare the Construction Documents for submittal to jurisdiction for permit. McKinstry's Architectural Group will lead the Revit/BIM coordination and standards for the project.

We will also lead the overall coordination amongst all project disciplines during this phase (structural, mechanical, electrical, plumbing, etc.). Prior to Jurisdictional submittals, a final Quality Assurance review will be conducted of the complete drawing set to catch any remaining items that require additional coordination and/or information.

**Deliverables:**

The **Construction Documents** package will include the following:

- Construction Drawings to include Cover sheet, Building Code/ADA requirements, General Notes and Details, Egress and Occupancy, Floor Plans, Enlarged Plans, Reflected Ceiling Plans, Sections and Details, Schedules (Finishes/Materials, Equipment, Doors/Windows/Hardware, Lighting).
- Coordination with County, Structural Engineers, and MEP engineers
- Weekly base drawing/Revit model updates for project team with summary of revisions
- 75% In-progress CD drawing set
- 100% CD drawing set (for Quality Assurance review) – Full set
- Final Jurisdictional Submittal CD drawing set(s) – Full set (to include submittal to Health Department and other pertinent agencies)
- Project Specifications to be included on drawings (if McKinstry continues forward as GC)
- Project Meeting Agendas and Meeting Minutes

**Meetings:**

- Construction Documents Kick-Off Meeting: One to two (1-2) hour virtual meeting with project team members to go over project schedule milestone deliverables and dates, expectations for deliverables, and overview of design expectations with areas for opportunity.
- 75% CD Coordination Meeting: One (1) one-hour virtual meeting with project team members to coordinate 75% construction drawing set for review.
- Design Coordination Meetings: Weekly One (1) hour virtual meetings with project team members to coordinate drawings – four (4) total.
- 100% QA CD Review: Conducted by Architectural team. Feedback and comments shared with project team shortly thereafter.



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#### **TASK 4: PERMITTING (4-12 weeks estimated)**

During this phase, our team will provide administrative support for the Permitting process of the project. We will coordinate all drawing and document submittal requirements with the local jurisdiction and Health Department for review, as well as coordinate responses to review comments and questions.

##### **Deliverables:**

The **Permitting** deliverables will include the following:

- Permit Construction Documents (drawings and specifications) for review.
- Respond to Plan Review Comments –expected two (2) rounds of comments.
- Coordinate receipt of building permit from Jurisdiction.

##### *Notes:*

*Grants are expected to be awarded in November. Once Grant awards have been announced McKinstry will prepare the Phase 3 Project Construction proposal and schedule for project implementation. During this Task, McKinstry will be concurrently working on Task 5; Bidding and Negotiations. Minor changes to the construction scope may be requested by the AHJ or the Construction group. Minor changes shall be accommodated into the Construction Documents through the issue of Addendum to capture plan review or minor construction requests. Major scope changes due to pricing concerns*

#### **TASK 5: PRE-CONSTRUCTION, BIDDING AND NEGOTIATION SERVICES (12 weeks estimated)**

Once Grants have been awarded, McKinstry will begin the Pre-Construction Services portion of the scope; our team will review the drawings for constructability concerns and begin the process of working with bidders and sub-contractors to generate prices for the work based on the DD set. The work with potential bidders will continue through the CD and Permitting portion of the project. The Design Team will issue Addendums based on City or pricing requirements to the project. At the conclusion of this task McKinstry will prepare a Phase 3 Construction proposal for the County's review and approval. The scope of this Task includes:

##### **Deliverables:**

The **Bidding & Negotiation** deliverables will include the following:

- Constructability review & compilation of bid documents
- Bidder identification
- RFP process management (bid solicitation, contractor walk-throughs, addendums, bid review, value engineering re-pricing)
- Facilitating/management of McKinstry's internal risk review process
- Contractor pre-qualification
- Bid summary for customer

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## II. Project Schedule

Based on the scope outlined we propose the following phase durations. Dates of coordination meetings and deliverables are subject to change based on availability of participants and project team members which may impact project schedule. Permitting and Construction durations are based on preliminary estimations only and have not been vetted with a Contractor for verification.

Please note that State Grants are expected to be awarded in November.

### Pre-Grant Award Scope

<b>Task 1:</b> Design Development	5 Weeks
<b>Task 2:</b> Grant Assistance	Included

### Post-Grant Award Scope\*\*\*

<b>Task 3:</b> Construction Documents	3 Weeks
<b>Task 4:</b> Permitting**	4-12 Weeks
<b>Task 5:</b> Pre-Con , Bidding, Negotiation	12 Weeks

#### Notes:

\*\* Estimate presuming 2 rounds of review. This is subject to change.

\*\*\* Grants are expected to be awarded in November. Once Grant awards have been announced McKinstry will complete Phase 2 scope and prepare the Phase 3 Project Construction proposal and schedule. If grants are not awarded Phase 2 Post Grant Scope services will be put On-Hold until financing has been resolved. Phase 2 contract may be amended in the case that Grants are not awarded.

## III. Professional Fee

Based on the scope outlined, we propose the following Lump Sump fee amounts. The fee amounts below do not include anticipated reimbursable costs.

Fees are for Design Team Consultants only and do not include fire protection, technology, special consultant services, energy consultant, building commissioning and building certifications for sustainable design.

### Pre-Grant Award Scope

<b>Task 1:</b> Design Development*	\$67,000.00
<b>Task 2:</b> Grant Writing Assistance	\$8,000.00

### Post-Grant Award Scope

<b>Task 3:</b> Construction Documents*	\$56,750.00
<b>Task 4:</b> Permitting*	\$10,000.00
<b>Task 5:</b> Bidding and Negotiation	\$26,700.00

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<b>TOTAL:</b>	<b>\$168,450.00</b>
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#### \*Notes:

\*: Including 3<sup>rd</sup> Party Structural Engineering Support.



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## REIMBURSABLE EXPENSES

- Reimbursable costs are not included in this fee proposal and shall be billed at cost plus 10% administration fee. Reimbursable expenses include the following: travel expenses (airfare, meals, transportation, lodging, internet access), printing, copying, computer plots, reproduction and photography, courier services and express delivery.

## IV. Additional Services

The following services are not included in our scope of services. Should these services be requested, we can provide additional fee proposals as necessary.

- Construction Administration (fees to be part of Construction scope contract)
- Asbestos and Mold mitigation scope and coordination
- Architectural & Engineering services and project scope beyond services listed in this proposal
- Site Design, Civil Engineering, & Landscape Design and coordination
- Historic Landmark, or Phasing plans.
- Custom Millwork, Fixtures and Casework shop drawings and procurement.
- Design services beyond the listed scope as required by local Jurisdiction.
- Re-use of existing electrical, mechanical, or plumbing equipment beyond the listed scope.
- Life Safety systems design and coordination (Fire Alarm, Fire Sprinkler, Smoke Control, etc) - currently these are considered "design-build" and will be deferred submittals handled by the General Contractor
- Acoustic evaluations and calculations of partition/floor assemblies and equipment
- Schedule extensions beyond 25% of the proposed schedule
- Energy Modeling and LEED documentation support
- Project Manual (if construction work is going out to bid)
- It is assumed the project will meet prescriptive energy code compliance. Design for other performance-based compliance paths can be provided for an additional fee.

## V. Terms and Conditions

In consideration of their mutual promises in the Agreement and each Project, McKinstry and Client agree as follows:

### CLIENT'S RESPONSIBILITIES

- Client shall provide information in a timely manner regarding its requirements for, and the limitations of, each Project, including accurate and reasonably complete information regarding planned or existing HVAC, utilities, access, structural condition, or permit status. Within seven (7) days after receipt of a written request from McKinstry, the Client shall furnish the requested information necessary and relevant for McKinstry to evaluate, give notice of, or enforce lien or stop notice rights.
- McKinstry shall be entitled to rely upon the accuracy and completeness of the information, surveys and reports supplied by Client or on Client's behalf. Unless otherwise agreed in the Project scope, McKinstry shall not be responsible for design or construction documents for any improvements outside the demising line of Client's premises for this Project.
- Client shall render decisions and approve McKinstry's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of McKinstry's services.



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- Client shall coordinate the services of its own consultants with those services provided by McKinstry. Upon McKinstry's request, the Client shall furnish copies of the scope of consulting services in the contracts between the Client and the Client's consultants so that McKinstry can confirm proper scope coordination. Client shall furnish the services of consultants as designated for each Project, or authorize McKinstry to furnish them as an Additional Service, when McKinstry requests such services and demonstrates that they are reasonably required for the scope of the Project. Client shall require that its consultants maintain professional liability insurance with limits and coverage comparable to that required by McKinstry.
- Client shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Client's needs and interests under each Project.
- Client shall provide prompt written notice to McKinstry if the Client becomes aware of any fault or defect in the services or work related to a Project, including errors, omissions or inconsistencies in McKinstry's Instruments of Service.
- McKinstry shall not be liable for building components, goods or services purchased or contracted for separately by Client.

## SCHEDULE

- To the extent the parties agree upon a schedule for the completion of Services required for a project, McKinstry shall be diligent in performing its Services according to the schedule, subject, however, to its obligations to comply with the standard of care. The schedule shall be reasonably extended for delays in receipt of third-party review comments or approvals by Client, lenders, contractors, investors, or authorities having jurisdiction over the Project.

## CONCEALED CONDITIONS

- Where existing structures or facilities are not documented or entirely visible or ascertainable without pre-construction demolition and/or destructive testing or verification, it is quite possible that structures or other conditions may be encountered that are different from those conditions or structures assumed to exist at the time McKinstry and its subconsultants performed the Services.
- Because of the concealed and unforeseeable nature of these existing structures or conditions, McKinstry cannot be held responsible for any additional time or costs incurred by Client or any contractor employed by Client if those structures or conditions differ from those which McKinstry or its subconsultants reasonably assumed at the time of the performance of the Services. Should Additional Services or revisions to prior design or construction documents be required, they will be compensated as Additional Services.

## AVAILABLE INFORMATION

- This proposal is based on the availability of the following additional documentation upon NTP:
  - Digital copies (pdfs) of existing building drawings (all disciplines) as provided by the County
  - Design Standards or Owner's Project Requirements
- Any requested metering, pre-TAB, and digital scanning will need to be complete at least 6 weeks prior to the completion of Design Development



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## **SITE ACCESS AND VERIFICATION**

- We will rely on the Owner or their representative to grant necessary site access to verify existing conditions.
- Prior to attending site, the Owner must provide good faith surveys indicating the presence of ACM (asbestos containing materials).
- We reserve the right to rely on the accuracy and completeness of all information supplied by the Owner without verification of the information contained therein.
- All electrical data gathering will be limited to visual inspection only. Our only interaction with an electrical panel will be to open panel doors to view the panel schedule and/or circuit breakers. If further investigation is required, a qualified electrician will be required.

## **PERFORMANCE OF WORK**

- McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

## **PAYMENTS**

- Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate of 1.5 percent per month on all sums overdue and unpaid from the date due.

## **TERMINATION**

- Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.

## **DISPUTES**

- In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

## **CHOICE OF LAW, VENUE**

- The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.





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## **FORCE MAJEURE**

- Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

## **NO WAIVER**

- No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

## **DAMAGES LIMITATION**

- Neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement price.

## **INDEMNIFICATION**

- McKinstry shall indemnify and hold harmless Customer from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry's performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry.

## **SEVERABILITY, SURVIVAL**

- If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

## **AMENDMENT**

- This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

## **COMPLETE AGREEMENT**

- This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.



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Thank you again for this opportunity to propose on these services for the **Phase 2 - Architectural and Engineering Design Services for Design Development, Construction Documents, Permitting, Pre-Construction Service, and Grant Writing Assistance** scope. Feel free to contact me if you have any questions at (720) 252-9878. We look forward to working with you and your team.

Regards,

Accepted by,



Bryan Hanson  
McKinstry Vice President

DocuSigned by:  
 8/8/2023  
EBF42CD3C340488...  
Signature \_\_\_\_\_ Date