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# Amendment 1

## Colorado Energy Office Investment Grade Audit and Project Proposal Contract Scope Addition

### 1.0 PURPOSE OF AMENDMENT

This Amendment to the Investment Grade Audit and Project Proposal Contract (Contract) dated June 16th, 2021 provides for the following contract scope and pricing additions as included below.

While developing the project in Phase 1, McKinstry and the County identified upgrades that are needed at Fox Theater to maintain and improve the flagship community space. The project requires additional design, permitting and pre-construction effort to start construction efforts during 2024.

This amendment is to perform the mechanical engineering, electrical engineering, and pre-construction work required to facilitate a Guaranteed Max Price (GMAX) for the subsequent construction contract proposal. The amendment is specifically intended to support project delivery and application and use of the DOLA Main Street Grant that was awarded in November of 2023. The goal of this amendment is to develop a GMAX construction project cost to be presented to the County for consideration in July 2024.

### 1.1 Scope of Work (SOW)

McKinstry will perform design and electrical engineering services and pre-construction bidding on the following scope of work:

- Fox Theater
  - Replacement of roof-mounted gas-heat/evaporative-cooling HVAC unit
    - Mechanical and electrical design
    - An all-electric heat pump RTU will be the proposed retrofit unless it is not possible to find a heat pump option that will work within the existing electrical, structural and physical constraints of the facility
  - LED stage lighting
    - Electrical design of new circuits for LED stage lighting
    - Electrical upgrade to accommodate new lighting

Through the design and engineering process, the above scope will be refined and a basis of design developed. Key questions regarding system approach will be defined and documented, such as sizing, ventilation, and load requirements, electrical requirements, setpoints, and controls. The GMAX design will be used to facilitate a GMAX bid solicitation process under this amendment contract to inform final pricing and technical scope for the construction proposal.

### 1.2 Deliverables and Preliminary Schedule

McKinstry will provide the following deliverables on the preliminary schedule shown below. The schedule is subject to change based on the final design and approach, building conditions, and other factors.

1. **GMAX Design Development– 10-weeks to complete from Notice to Proceed**
    - a. Maintain a Basis of Design incorporating Owner’s objectives, design criteria, and current design intent.
    - b. Perform a site visit to review existing conditions and verify feasibility of proposed solutions.
    - c. Preliminary calculations to support all systems being upgraded.
    - d. Cross discipline coordination to deliver an integrated solution.
    - e. Prepare a 70% Pre-Final (aka GMAX) Scope of Work package
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- f. GMAX bid solicitation and RFPs issuance with a contractor walk-through
  - g. Review and comment on cost estimating
  - h. Development of a construction contract proposal for the County's review and approval

### **1.3 Clarifications**

- This amendment is specifically intended to support a design/build project delivery method with McKinstry as the installing contractor or through a subcontract managed by McKinstry. The drawing package produced by McKinstry is not intended for any other use or by any other entity.
- Material and equipment specifications will be provided on the drawings, not in book format. If book format is required, additional services will be proposed.
- County CAD/BIM standards will be used in the preparation of all project drawings.
- McKinstry shall determine whether to use Revit or AutoCAD.
- We have not anticipated preparation of extensive alternate design comparisons in the project, alternate design comparisons can be considered at additional cost.
- We have assumed a linear approach to the overall design. Re-work due to reasons that are not the fault of McKinstry is not included in our base scope.
- The County 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.
- Contractor will perform the work that is at least equivalent to the standard of care ordinarily used by members of the trade or profession under similar circumstances and conditions, and in the same locality of the Work, or as required by law, whichever is the greater standard.
- It is understood that neither party shall be liable to the other party for any consequential, liquidated, 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. It is understood that the total aggregate liability of either party, under any theory, is limited to the agreement price.
- Additional services, other than as noted in the Scope of Work and Deliverables, may be individually contracted, in advance and in writing, based on the hourly rates shown in the base contract.

### **1.4 Exclusions**

- Construction of the design is excluded and will be covered through a future performance contract or amendment to the Huerfano County Energy Performance Contract.
- Design submissions, beyond the design packages identified in this proposal, are excluded.
- McKinstry will provide design drawings only for the work described above, using the County's existing drawings, which may not be fully accurate and may not be available in electronic formats. As-built drawings of existing conditions are excluded.
- Performance and Payment Bonds are excluded.
- Prevailing wages are excluded.
- The County has provided McKinstry with Hazardous material information that will be used for design purposes. McKinstry will use this information to guide our design, however, hazardous material assessment and/or remediation is excluded.
- Commissioning and construction administration services are excluded.

### **2.0 ADJUSTMENT TO CONTRACT SUM**

The Contract Sum for the GMAX design engineering scope of work described in this Amendment is \$26,000. McKinstry will develop an energy performance contract construction proposal to construct the work described above. The construction amendment will include costs, equipment design, and technical scope. The subsequent construction contractor proposal will define the maximum allowed Contractor costs for construction, including design and engineering. If the value of this design amendment is less than maximum allowed Design and Engineering cost, then additional Design and Engineer costs may be charged in the

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construction amendment, up to the maximum allowed contractor cost for design and engineering.

Description	Total Fee
All scopes of work included in this amendment document necessary to get to the construction contract.	\$26,000

**3.0 ADJUSTMENT TO CONTRACT SCHEDULE**

The due dates for deliverables under the original Contract shall be adjusted as follows:

Existing Due Date: June 16<sup>th</sup>, 2021  
Revised Due Date: August 30<sup>th</sup>, 2024

**4.0 SAME TERMS AND CONDITIONS**

With the items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

**5.0 SIGNATURES**

In witness thereof, the parties to the Investment Grade Audit and Project Proposal Contract, either personally or through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

Huerfano County

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MCKINSTRY ESSENTION, LLC

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Bryan Hanson, Vice President, Energy and Tech SVCS

Date

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