

March 10th, 2023

Carl Young,
Huerfano County Administrator
Huerfano County, Colorado

**Subject: Huerfano County – 129 Kansas Avenue Dispatch Center REMODEL
OPTION A – ROM Menu: Phase 1 Planning, Architectural, and Engineering Design Services**

Dear Carl:

McKinstry is honored to provide a proposal for the **OPTION A – ROM Menu: Phase 1 Planning, Architectural, and Engineering Design** scope of the 129 Kansas Avenue Dispatch Center Remodel for Huerfano County. This Phase of the project will focus on identifying scope-of-work elements based on the existing building conditions. At the end of this Phase, McKinstry will provide the County with a report documenting the various construction elements required to accomplish the County's goal of converting the existing building into a fully accessible Dispatch Center for Emergency Services and the IT department with upgraded mechanical and electrical service and equipment.

The Final Report will include a menu of Architectural, Structural, Mechanical, Plumbing, and Electrical upgrades needed for functional, building code, and accessibility compliance. A Rough Order of Magnitude (ROM) Cost Estimate will also be provided in the Phase 1 report.

This report is intended to be a tool for the County to use in determining the future scope of work, priorities for timing of the work, and financial planning of the future work. Phase 2 of the Remodel Design Scope will take the programmatic, phasing, and priority decisions made by the County in Phase I and prepare Permit and Construction drawings for the construction work needed.

The Phase 1 Final Report will also include information regarding the general condition of the existing building and suggested upgrades to the building related to Building Code, Energy Code, Accessibility, and deferred maintenance requirements. The report will be formatted as an 8 1/2" x 11" document with notated diagram sketches, notated photographs, a narrative of work elements, and a cost estimate. Below we outline the scope, schedule, and budget. Our team looks forward to continuing our partnership with the County on this project.

Sincerely,



Ashley Brasovan, Senior Account Executive
303.968.4138 | ashleyb@mckinstry.com

Existing Building Challenges

Based on a preliminary evaluation of the building the following items have been identified as potential scope challenges in converting this building to a Dispatch Center:

- I. Electrical Service:
 - a. Our design team will evaluate the anticipated loads based on projected use requirements to confirm Electrical Service needs. Emergency generators are required for Dispatch Center uses. Our Design team will confirm this requirement and propose cost-effective solutions to meet this requirement. They will also ensure the new (or existing service) and equipment is sufficient to handle integration with an emergency generator.
- II. Mechanical Service
 - a. Our initial walk through identified that the existing boiler heating system is quite old (40 years +/-). We would recommend that this service be upgraded in the initial phase of work to ensure the Dispatch Center has no interruptions of service due to replacement or repair of the older system. Not upgrading the HVAC in the initial construction phase could result in expensive emergency repairs and/or building shutdowns to repair.
- III. Mold and Asbestos
 - a. Mold and Asbestos have been identified as concerns in the existing building.
 - i. Mold and asbestos areas will be located during the design process. After identification of mold and asbestos locations and based on proposed implementation scope, a determination will be made as to whether any of these areas will need to be abated to provide a safe work environment for the construction teams. If no areas need to be addressed, there will be no asbestos or mold scopes recommended moving forward.
- IV. Water Damage
 - a. On our initial walk through of the building water damage was noticed in various locations.
 - i. If potential work is identified in our Phase 1 work, it may be prudent to include that scope in this construction project to avoid interruptions to the Dispatch Center's operations future if not being addressed already by the County.
- V. Accessibility & Code Compliance
 - a. The existing building is unlikely to meet current Accessibility requirements in the Building Code or per the Americans with Disabilities Act (ADA). Due to the nature of the renovation for this project it is likely that this work will be considered a "Substantial Alteration" to the Existing Building. As such current accessibility requirements will need to be met.
 - b. Of special concern is the Accessible Route and Accessible Restroom requirements. The County has identified that a Low-Use Elevator may help meet the Accessible Route requirement inside the building. Further evaluation would be required to determine if modifications to the front door or site around the building are needed.
 - c. Currently the Building has one exit at grade with other means being handled by stairs. Further evaluation of the Code and Jurisdictional requirements will be required to determine if additional work is required to ensure that the upgraded building meets current code egress requirements.
- VI. Structural Capacity
 - a. Further evaluation is needed regarding the structural capacity of the building. This is due to the potential elevator requirements and the proposed programmatic change to the building's use.
 - i. Dispatch Centers are classified as Risk Category IV and it is presumed that this building would meet a risk Category II.

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- b. Additionally, the installation of a Low-Use Elevator may require additional modifications to the existing foundation, intermediate floor, and/or roof assemblies.
- VII. Access to Additional Funding
- a. Given the potential scope of the work for this building and McKinstry's focus on providing energy efficient projects there may be opportunities for McKinstry's team to find additional sources of funding for this project. Our proposed Phase 1 would identify those opportunities as part of the Menu of scoping items.

Please find photos attached to end of this proposal

Building Program Elements

Based on discussions with the County the initial elements of the proposed remodel that will be investigated and further defined during the Phase 1 design process includes:

- Conversion of Existing main level office space into Dispatch call center for Area Emergency Services. This includes demolition of existing office partitions and mechanical, electrical, plumbing (MEP) elements, new partitions, and addition of new MEP elements.
- Updating the existing building to meet current Accessibility (ADA) requirements. This includes the design and installation of an elevator (Low-Use preferred) and updates to the exterior ramping (as-required). Additionally, accessible restrooms will need to be provided to meet current building code requirements (with related plumbing renovation).
- Upgraded or New Electrical Service (new presumed) appropriate for new use and upgrades of the building. This will include a back-up generator located on-site.
- Upgraded or New Mechanical system and controls. This includes new ductwork and ductwork chases as required. System to be designed will be all electric to meet decarbonization goals.
- A sleeping room will be provided for use by those working in the Dispatch Center, which may be on the main level or in the basement depending on other space requirements and priorities. Shower facilities will be provided in proximity to the sleeping area.
- Demolition of interior office walls outside the new Dispatch Center for office flexible use by the county.
- Modifications to the open space on the second floor for a future meeting and planning space.
- New office space & storage space located on the Second Level "stage" area.

I. SCOPE OF WORK

We have outlined our proposed list of tasks, schedule, and professional fee for completion of work below:

Project Kick-off

The Design Team will schedule a Kick-Off Meeting (via Microsoft Teams, or Zoom) to review the scope and schedule of the project.

Site Visit

The Design Team will visit the site for a high-level review of existing conditions and suitability review for the proposed improvements.

- Confirm important building dimensions
- Confirm Structural system assumptions*
- Classification Loading upgrade compatibility
- Crack monitoring
- Review existing mechanical systems, clearances, and accessories
- Review existing electrical conditions
- Review of interior and exterior partition condition and suitability

*- Structural Proposal attached (JVA)

Site visits will be limited to one (1) on-site visit with personnel from the Design Team. It is recommended that County personnel be available for these visits to provide access to the site and answer questions.

Code Evaluation & Design

The Design Team will review Building Code and Accessibility requirements for the building to prepare for design solutions. Any major concerns uncovered in the Site Visits or Code review will be communicated to the owner as part of an initial Design Meeting. Further design efforts will be presented for County review and comment at Progress Meetings (2 total).

Design Options Menu and Cost Estimate

Based on feedback from the County at our Design and Progress meetings the Design Team will prepare a list (menu) of design options with ROM cost estimates for presentation to the County in the Final Report.

Design options will be presented as diagrammatic sketches overlaid on plan diagrams or photographs. Plan diagrams will be based on the .pdf plans already provided by the county. Full building drawings will be created as part of Phase 2 work as required and are not part of this proposal.

Additionally, a narrative of the work proposed for the Design Options items will be generated to capture the approximate scope of work for these items.

A ROM Cost Estimate will accompany the Narrative of Work.

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Final Report & Report Presentation

At the conclusion of the work listed below McKinstry will present our Final Phase 1 Design Report to the County. A draft of the report will be reviewed during an on-line meeting with appropriate county personnel. If needed, any questions or unresolved items will be identified, and a timeline will be developed for resolving these items prior to distribution of the Report to the County.

Phase 2 Scope (Construction Documents)

At the completion of Phase 1, McKinstry and the County will finalize the scope and fee of the Phase 2 Construction Documents portion of the project. While we can not provide formal fees for Phase 2 as part of this submittal, it is expected that the work will be approximately 5-8% of the estimated construction cost of the project. Please note that Phase 2 Construction Documents is exclusive of the construction Phase of the project. As such, Construction Administration services during construction will be considered part of a separate phase of the project; subject to scope and fee review at the time of construction contract finalization.

II. PROJECT SCHEDULE

We have outlined four (4) project tasks for this scope over a 6-week Project Schedule:

Task 1:	Site Visit (2 visits maximum)	(1 week)
Task 2:	Code Evaluation & Design	(3 weeks)
	<ul style="list-style-type: none">• Design Meeting• Progress Meetings (2)	
Task 3:	Design Options Menu and Cost Estimate	(1 week)
Task 4:	Formal Report for County Review	(1 week)
	<ul style="list-style-type: none">• Presentation Meeting• Final distribution to County	

III. PROFESSIONAL FEE

Based on the scope outlined, we propose the following Lump Sum fee amount. The fee amount below does not include reimbursable costs.

Fees are for Conceptual design services only and do not include permit, bidding, or construction drawings for any of the Phase 2 Design work.

Design Team

Architectural	\$14,150.00
Structural*	\$8,850.00
Mechanical	\$11,800.00
Electrical	\$6,380.00
<u>Cost Estimating</u>	<u>\$5,580.00</u>

TOTAL: **\$46,760.00**

**Note: Including 3rd 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.

- Phasing / Road Map plan and consulting (Phase 2 Design Scope)
- Asbestos and Mold mitigation scope and coordination (beyond what is described in this proposal)
- Architectural & Engineering services and project scope beyond services listed in this proposal
- Site Design, Civil Engineering, & Landscape Design and coordination
- Third Party Building verification and CAD Plans
- Landmark, Phasing, Permitting, Pricing, & Construction drawings
- Interior Design color and product selection beyond general material selection (tile, carpet, etc.)
- Low Voltage & Access Control layouts
- Life Safety systems design and coordination (Fire Alarm, Fire Sprinkler, Smoke Control)
- Acoustic evaluations and calculations of partition/floor assemblies and equipment
- Schedule extensions beyond 25% of the proposed schedule
- Energy Modeling and LEED documentation support
- 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.
- 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 (cont.)

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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

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.

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- 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.

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.



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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.

APARTMENT AND CONDO CONVERSIONS

- Customer and Owner (individually and collectively "Customer") acknowledge that it is the original intention of the Parties that the project, other than the retail component, if any, be utilized as a residential apartment project.

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- Condominium under RCW 64.34 et seq., or similar law of the state where the project is located (“Conversion”), prior to execution of this Contract, McKinstry (inclusive of all McKinstry related entities, their directors, officers, members, shareholders, and employees) would have insisted upon major revisions, in part, because McKinstry’s Commercial General Liability Policy (“CGL Policy”) has limitations around coverage for condominium projects. In the event of a Conversion, Customer and McKinstry agree as follows:
- Customer acknowledges that McKinstry makes no warranty, either express or implied, arising out of or related to RCW 64.34 et seq., or similar law of the state where the project is located, or any other implied warranties. Customer shall not have any warranty cause of action against McKinstry except for those express warranties set forth in this Contract and shall not commence or pursue any breach of warranty cause of action or claim against McKinstry, unless such breach of warranty claim or cause of action arises out of an express warranty contained in this Contract. In no event and under no circumstances shall McKinstry have any liability for any and all remedies and damages that may be based on or arise from any breach of RCW 64.34 et seq., or similar law of the state where the project is located, or any other implied warranties. Claims include any claims for design error and/or construction of the project.
- With the exception of an assignment to an institutional lender or a single purpose entity that the Customer controls, the Customer may not assign the Contract or any rights arising therefrom.
- In the event a claim is pursued by an Association created through Conversion of the project, Customer agrees to hold harmless, defend and indemnify McKinstry from any and all claims, actions, or suits for “construction defect” or similar claims. Customer further agrees that in the event of conversion, Customer will purchase commercial general liability insurance including completed operations coverage sufficient to protect itself and including McKinstry as a named insured with limits not less than 50% of the total project contract value.
- In the event McKinstry’s insurance carrier declines to provide or limits coverage under a CGL Policy due to the Conversion, McKinstry’s indemnity obligations shall be limited to the actual insurance provided by such CGL Policy. This limitation shall not apply to claims by subcontractors, suppliers and laborers for payment for work performed on the project.

Thank you again for this opportunity to propose on these services for the **Option A: Huerfano County – 129 Kansas Avenue Dispatch Center REMODEL PHASE I Design** 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,



William Cheever AIA, NCARB, LEED AP
Sr. Architectural Project Manager

Signature Date



V. APPENDIX



Figure 1: Evidence of water damage



Figure 2: Evidence of water damage



Figure 3: Existing electrical panels, appear older - need to confirm capacity for new use



Figure 4: Existing electrical panels, appear older - need to confirm capacity for new use



Figure 5: Existing boiler, appears older and may need replacement



Figure 6: Existing water heater, appears older and may need replacement