

# NEENAN

ARCHISTRUCTION®

Request for Proposals for a  
Facility and Needs Assessment



SALIDA FIRE DEPT.

September 18, 2020

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# Executive Summary

The City of Salida and the South Arkansas Fire Protection District (SAFPD) want a safe environment and the highest level of professional service for their citizens and visitors. Facilities play a fundamental role in that mission by supporting staff, sheltering equipment, and creating a sense of community. As the community continues to grow and thrive, a clear understanding of your current assets, future needs and potential variances will contribute to a plan that upholds your mission. Just like Salida is the “Heart of the Rockies”, the fire station is the heart of Salida. A thriving community needs a thriving fire department.

As an integrated team, Neenan Archistruction can provide you a more complete picture of your current facilities and future needs. Collaborating as a group, we work together to look at the facilities and your needs from all angles and perspectives. Varying assessments provide layers of context that go beyond the single dimension of an architect or contractor. Following are some examples of the variety of viewpoints we encompass:

- Architect – Program space requirements, code issues.
- Field superintendent - What is behind the walls?
- Preconstruction - conceptual estimating instead of numbers from Ways & Means book
- Mechanical, Electrical, Plumbing engineers – assess current and needed systems
- Development - Site comparison and due diligence
- Client services – Review maintenance associated with existing buildings

The fire department serves as a prominent part of Salida not only for your outstanding service but your established downtown location. Looking at repurposing the current facilities with sensitivity to community sentiment and potential uses will set up the project for success. With a portfolio of

renovations and conversions we can assist the City and SAFPD in brainstorming options and best opportunities for your existing buildings. Our team has specific experience with, and knowledge of historic structures built in the late 1800’s and early 1900’s. Many Salida structures were built out of local soft clay brick processed from the nearby South Arkansas River, which tends to be soft and brittle. Care will be taken during observations to determine the quality and condition of the structure in planning for future use.

In consideration of the current and future COVID situation, we have included a protocol (page 14) for the facilities and site visitation. By utilizing video and teleconferencing technology we reduce the number of team members physically visiting the buildings and interacting with personnel. Donna Smith, our VP of Business Development, is a Chaffee County resident and will serve as a resource for the team locally. Additionally, individuals will follow all State and Chaffee County guidelines.

Our hope is that you see that this is not “just another job” to us. Our deep community connections anchor us to the success of Salida’s growth. We view this opportunity to assess the fire station facilities as a step in building a deeper connection to the town we love so much. Building long-term partnerships and fostering trusting relationships is what we strive to do!



# Team structures, experience, and resumes

The traditional roles of the Owner, Architect, and Builder, which tend to be linear and specific under the traditional delivery contract documents, are limited to the domains of risk, cost, and decision making. Our integrated design-build process converts those specific roles into a partnership.

The integrated team focuses on the owner then relies on trust, respect, and relationships for success. In order to arrive at innovative solutions that sustain continuous improvement and learning, we will work with the City and SAFPD to:

- Communicate clearly and regularly
- Identify facility assessment goals as guideposts
- Provide options with complete detail
- Build relationships between team members

As a team, we have completed 245 major projects in Colorado that continue to serve communities and businesses. This experience also spreads across the country so you will have a local team with national expertise.

## Engineering Partner

Rather than using firms we've never worked with, we instead rely on the relationships we've built with quality partners. To begin your facility assessment we would enroll Professional Engineering Consultants (PEC). With experience across the nation, including many fire station projects, we believe PEC will be the best fit for your project.

## Main Point-of-Contact

At the heart of Archistruction is strong project leadership. Donna Smith will continue to be your main point-of-contact. She will provide strong communication and clear definition of roles and responsibilities for all members of the team, maintaining focus and alignment around goals and expectations while ensuring team members are able to provide valuable input.

## DONNA SMITH

Vice President Business Development

Donna co-leads the Colorado sales team for Neenan Archistruction. She trains and mentors within the company with an expertise in team building, relationships, training and difficult conversations. Her favorite days are leading collaborative work sessions, she says, "There is nothing like facilitating a group of highly motivated and intelligent people to provide a unique facility solution."

Prior to Neenan, Donna spent 20 years in economic development in Colorado. She brings perspective of both the development side and the municipal side of projects with knowledge of the local and state political environment and the tools available for utilization: Urban renewal authorities, industry specific development incentives and the current priorities of governing bodies as related to development.

Donna is a resident of Chaffee County and loves getting outdoors to enjoy the mountain air. Her investment in this project is personal, and her goal is to provide you with the support needed to come up with the best solution for the City and SAFPD.

Donna holds a Masters of Science in Land Use Economics from Colorado State University. Her project experience includes:

- Fort Collins Police Services - Fort Collins
- Grand Junction VA Addition - Grand Junction\*
- YMCA of the Rockies - Estes Park\*
- Powerhouse Energy Institute at CSU (renovation & addition) - Fort Collins\*
- Gilpin Road and Bridge Facility - Black Hawk
- Tammen Hall (historic renovation) - Denver\*

*\*indicates projects where a facility assessment was completed*

## WHITNEY CHURCHILL

Project Architect

As a Project Architect, Whitney is responsible for delivery of the design solution, management of consultants, specifications, and coordination of the overall building program and planning. She will coordinate between designers, engineers, construction managers, and subcontractors to ensure the project is completed to code requirements and client satisfaction.

When beginning the process of design, clients often want to describe the solution. Clients appreciate how Whitney engages in their enthusiasm for the project, her ability to listen perceptively, and her commitment to keep their best interest in mind. Whitney “sees” ideas quickly in three dimensions, has an ability to remember, and finds common denominators accurately - resulting in a smoother, less stressful process.

Whitney holds a Masters of Art and Architecture from the University of Nottingham. Her project experience includes:

- East Grand School District – Granby\*
- Melissa Memorial Hospital – Holyoke\*
- Middle Park Medical Center – Granby\*
- Orthopaedic & Spine Center of the Rockies – Fort Collins
- Poudre Valley Hospital Primary Care – Fort Collins
- Greeley Fire Station - Greeley

*\*indicates projects where a facility assessment was completed*

## JOHNNY WALSTON

Senior Preconstruction Manager

Johnny is a budget expert with over 5,000,000 square feet in projects, he has seen it all. He specializes in coordinating highly complex project requirements, and balancing the project budget and design to create value for clients.

Johnny will bring his expertise in municipal budgets. His role will be to look at the building from the inside-out. Sharing his assessments and experience of 35 years in the industry.

Johnny holds a Masters of Science in Construction Management from Colorado State University. His project experience includes:

- Fort Collins Police Services - Fort Collins
- Grand Junction VA Addition - Grand Junction\*
- YMCA of the Rockies - Estes Park\*
- Powerhouse Energy Institute at CSU (renovation & addition) - Fort Collins\*
- Aurora Maintenance Facility - Aurora
- Abound Solar - Longmont
- EPIC Ice Center Expansion – Fort Collins\*
- Fort Collins City Building - Fort Collins
- Gilpin Road and Bridge Facility - Black Hawk
- JBS Swift/ConAgra Foods - Greeley
- New Belgium Brewing Company – Fort Collins
- Avista Medical Plaza Two - Louisville\*
- Longmont Medical Campus - Longmont\*
- Middle Park Medical Center – Granby\*
- Poudre Valley Hospital Primary Care – Fort Collins
- Rio Grande Replacement Hospital - Del Norte\*
- San Luis Valley Regional Medical Center - Alamosa\*

*\*indicates projects where a facility assessment was completed*

**ERIK BERGSTROM**  
Senior Project Manager

As a Project Manager, Erik must understand the client’s needs, be analytical, accurate and able to work in tight timelines. For your facility assessment he will provide his expertise in reducing constructibility issues. This results in effective management, planning, and communication with the field staff.

His analytical and accurate style works for projects with tight schedules and budgets. Erik holds a Masters of Science in Construction Management from Colorado State University. His project experience includes:

- Tammen Hall (historic renovation) – Denver\*
- CDOT Region 2 – Pueblo
- Colorado Early Colleges Renovation – Fort Collins\*
- Telluride School Additions – Telluride\*
- Fort Collins Senior Center Renovation – Fort Collins\*
- Liberty Common High School (addition & remodel) – Fort Collins\*
- Monte Vista School District – Monte Vista\*
- Alamosa School District – Alamosa\*

*\*indicates projects where a facility assessment was completed*

**MEGAN ELLIS**  
Senior Interior Designer

As an interior designer, Megan’s goal is to oversee the overall planning and design of the interior space. Megan’s expertise is in creating innovative and inviting spaces that are unique to the client and function of the space. Her valuable experience on various space types enables Megan to effectively interpret information from clients and translate that information into functional, efficient spaces.

Megan is a graduate from the University of Arkansas with a Bachelor of Interior Design. Her project experience includes:

- Middle Park Medical Center – Granby\*
- CDOT Region 2 – Pueblo
- CDOT Region 4 Headquarters – Greeley
- Twin Rivers Maintenance Facility – Gilcrest
- Telluride School Additions – Telluride\*
- Liberty Common High School (addition & remodel) – Fort Collins\*
- Sargent High School – Sargent\*
- Craig Middle School – Craig\*
- East Grand School District – Granby\*
- Monte Vista School District – Monte Vista\*
- Alamosa School District – Alamosa\*

*\*indicates projects where a facility assessment was completed*





## TRAVIS HUPPERT

General Superintendent

For the last 20 years Travis has been responsible for overseeing the quality control and safety program for the project, as well as delivering the project on schedule. For your facility assessment, Travis will be responsible for providing constructibility feedback during the review process. This collaboration takes the form of solving issues between field staff, answering questions about drawings or scope of work, and planning the operations of the construction portion of a project.

Travis holds a Bachelor of Science in Construction Management from Colorado State University. His project experience includes:

- CDOT Region 4 Headquarters – Greeley
- Twin Rivers Maintenance Facility – Gilcrest
- Powerhouse Energy Institute at CSU (renovation & addition) - Fort Collins\*
- Abound Solar - Longmont
- Gilpin Road and Bridge Facility - Black Hawk
- Liberty Common High School (addition & remodel) – Fort Collins\*
- Alamosa School District – Alamosa\*
- JBS Swift/ConAgra Foods - Greeley

*\*indicates projects where a facility assessment was completed*

## PROFESSIONAL ENGINEERING

Consultants (PEC)

Founded in 1965 as one of the first full-service consulting firms in the region, PEC's knowledge is the cumulative effect of 50 years of experience. They offer comprehensive engineering services conveniently located in one firm - like Neenan this efficiency translates into time and cost savings.

We have selected PEC to partner with us because we know they can provide a depth of knowledge and support to your facility assessment that no one else can. Neenan and PEC have partnered on dozens of projects, resulting in practical, proactive, innovative solutions that save money and create value. PEC's fire station experience includes:

- City of Gilcrest, CO Platteville Gilcrest Fire Station
- City of Loveland, CO Fire Station No. 7
- City of Coffeyville, KS Fire Station Remodel
- City of Mulvane, KS EMS/Fire Station
- CHS, Inc. Fire Station and Training Facility in McPherson, KS
- City of Clinton, OK Fire Station
- City of Derby, KS Fire Station
- City of Salina, KS Fire Station No. 1 Addition
- City of Lawrence, KS Fire Station No. 1 Renovation
- City of Wichita, KS Fire Stations (seven projects)

Request for Proposal

Twin Rivers Maintenance Facility



**CORY MYRTLE, PE, SE**

Senior Associate, Structural Division

Cory has extensive experience with structural engineering analysis and design, including designs in high wind and seismic regions. He specializes in design of conventional steel, masonry and wood structures. His responsibilities include project management to monitor and maintain project quality and accuracy, structural design and analysis, modeling, structural calculations, and contract document production. Cory's structural design experience with a variety of complex projects in the medical, industrial, and commercial industries, provides a valuable resource to any project.

Cory holds a Bachelor of Science in Architectural Engineering from the University of Colorado. He is a licensed Professional Engineer in Colorado, Wyoming, Kansas, Nebraska, South Dakota, Utah, and Washington. His project experience includes:

- City of Lyons Fire Station; Lyons, CO
- City of Clinton Fire Station; Clinton, OK
- South Adams County Fire Fleet Maintenance Shop; Commerce City, CO
- Town of Windsor Public Works and Parks New Campus; Windsor, CO
- Bureau of Land Management Warehouse Assessment; Twin Falls, ID\*
- Yakima Valley Farm Workers Clinic Assessment and Renovation; Salem, OR\*
- Samaritan Pacific Communities Hospital Assessment; Newport, OR\*
- Colorado Early Colleges Condition Assessments; Multiple Locations throughout Colorado\*
- Tammen Hall Condition Assessment and Renovation; Denver, CO\*

*\*indicates projects where a facility assessment was completed with Neenan Archistruction*

**ADAM RUBIN**

Senior Associate, Electrical Division

Adam engineers power distribution, lighting, and life safety systems. He also performs power studies including arc flash evaluations. As a LEED Accredited Professional, Adam is well versed in sustainable building technologies with an emphasis on performing design and construction administration for photovoltaic installations. Adam has been adept at projects involving large scale renovations of existing buildings including assessments of existing equipment conditions, recommendations of energy efficiency and system improvements, and the coordination and design of new systems within the constraints of the existing building.

Adam holds a Bachelor of Science in Electrical Engineering from the University of California, Santa Barbara. He is a licensed Professional Engineer in Colorado and Wyoming. His project experience includes:

- City of Loveland Fire Station No. 7; Loveland, CO
- Platteville Gilcrest Fire Station; Gilcrest, CO
- Gilcrest Fire Station Addition and Renovation; Platteville, CO
- Poudre Fire Authority Burn Building; Fort Collins, CO
- Platte River Authority New Campus including Headquarters Building, Maintenance Shops, Wash Bay, and Fleet Buildings; Fort Collins, CO

Adam's project experience prior to joining PEC includes:

- Platte Valley Fire Station; Kersey, CO
- Northstar Highlands Fire Station; Northstar, CA
- North Tahoe Fire Protection District; Tahoe City, CA





Platte Valley Fire Dept.



Salina Fire Dept.

Request for Proposal

# Project Experience

The long-term viability, productivity, and cost of your current facility will be evaluated through several critical lenses based on our experience:

- Overall system, code, and safety assessment with design, construction, and engineering experts
- Functional assessment for the building's usefulness and viability to meet your needs
- Ideas to make the most of your current facility and alternative uses for it if you decide to move
- Cost comparison to renovate vs. replace, along with pros and cons to those options

With Neenan, you will have Colorado's leading integrated design and construction team to assess your fire station. With this experience, we have learned that public projects must have a clear process, goal, and justification – this all begins with a facility assessment.

We have completed dozens of facility assessments in smaller Colorado communities including Leadville, Creede, Alamosa, Granby, Gunnison, and Estes Park. This facility assessment experience is primarily in the public sphere with most of the projects focused around renovation. This experience provides a unique perspective on planning for the unknowns early in a process – we think this would be very hard to do without input from people that lead construction on a project.







## Tabor Grand in Leadville, Colorado

Originally built in 1885, our team worked with a developer to assess the facility for an affordable housing renovation. With Neenan's assessment, the client was able to secure tax credits and funding to make the project a reality. Building renovations included asbestos abatement, enhancements to the exterior masonry veneer, windows, wood framing and structural repair to foundations.



## Creede School District in Creede, Colorado

After starting with another team, Creede stopped midway and hired Neenan for the facility assessment and master plan. Creede needed open minds and a new perspective to assess their aging facilities. Once a replacement option was selected, our team worked with them to evaluate multiple sites and secure funding with a grant and local bond election.







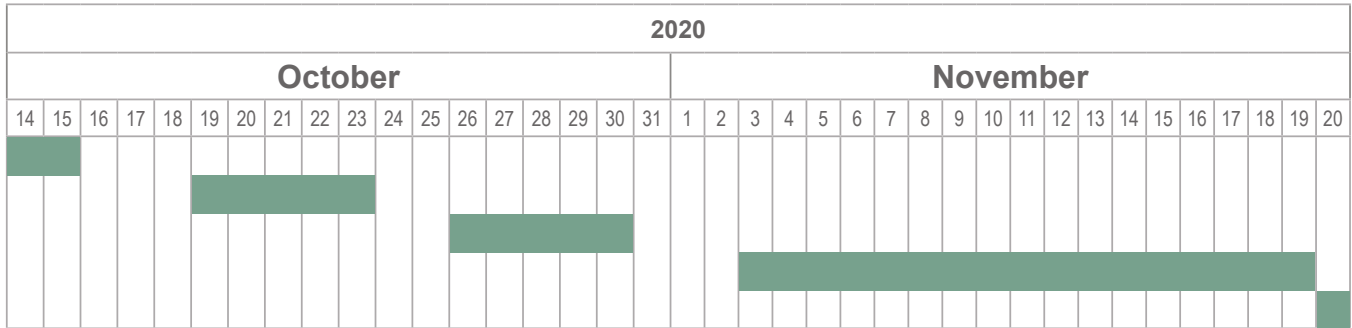
## Gunnison Valley Hospital in Gunnison, Colorado

Healthcare is constantly changing, and it is very challenging for smaller community hospitals to keep up with demands. We worked with Gunnison Valley Hospital and the Gunnison community to assess their facility and prioritize needs. The community members really wanted a more identifiable entry and easier access to outpatient care at the hospital. After the assessment, the hospital secured financing and Neenan helped with the design and construction of an addition/remodel.

# Scheduling

Our team, made up of engineers, designers, project management, and field staff are committed to meet your proposed schedule. Please see milestone dates for achieving this goal. Close Coordination of owner activities is crucial to meet the dates.

The timeline proposed in the RFP requests work be completed by November 20, 2020 as shown in the schedule. To shorten the contract process and move quickly to the site visit **we have included a services agreement (at the end of this document) for the requested scope of work for approval and execution.**



Neenan Architecture

## KEY DATES

Facility Assessment Site Visit	10/14-10/15	Prepare Assessment Package	11/3-11/19
Program Assessment	10/19-10/23	Deliver Assessment Package	11/20
New Site Layout	10/26-10/30		

## OWNER ACTIVITIES

Facility Assessment Site Visit	10/14-10/15	Coordination Meeting	11/3
Program Interview	10/19		

## Covid Protocols

To limit interpersonal interaction during the pandemic, only two members of our team will visit the facilities in person to document the physical assessment. Technology will serve as additional eyes and ears to capture relevant information for reference as the assessment is compiled. Team members on site will video conference with remote team members to ensure all information required for the assessment is captured. Additionally, the team will use a 360-degree camera to video the facility for future reference.

During the site visit and meetings with fire staff, our team will follow the following protocol:

- Team members will not participate if they are experiencing any signs of illness
- Social distancing of at least 6 feet will be observed
- Team members will sanitize and/or wash hands after contact with surfaces in the fire station
- Masks will be worn during all interactions





# Fees

**Lump sum fee for total cost of work \$45,000**

## STATEMENT OF WORK

### Location visit pre-work

- Review of requested owner items
  - Existing building drawings
  - Current ISO report
  - Information on potential site locations

### Location visit – 2 days

- Owner kick off meeting
  - Inquire regarding Conditions of Satisfaction
  - Develop program with client based on current & future needs
  - History of existing building
- Assessment of current facilities
  - Video facilities walk – 2 people from Neenan Team on site, remainder to be remote
    - Code compliance
    - Visual building envelope review
    - Visual structural review
    - Systems inspection
    - Functionality and logistics
- Assessment of proposed new sites
  - Walk and visually assess sites
  - Video and photo-documentation
  - Gather relevant site information

### Compile Assessment

- Compile facilities assessment
  - Code compliance
  - Building envelope
  - Systems
  - Space deficiencies
- Formalize program based on needs and current best practices
- Proposed site analysis
  - Test fit of conceptual design
  - Site comparison of development costs
  - Site comparison of ISO Personal Protection Class Ratings
- Budget comparison
  - Estimate associated with renovation of current facility
  - Estimate for new facility based on conceptual design
- Deliver final report

### Reimbursables

- Included in Cost of work

### Exclusions

- Environmental study

#### PROJECT TEAM INCLUDED IN COST:

Senior Architect  
Drafter  
Interior Designer  
Preconstruction Manager  
Field Superintendent  
Structural Engineer  
Electrical Engineer  
Mechanical Engineer  
Civil Engineer







## SERVICES AGREEMENT

**THIS AGREEMENT FOR SERVICES** (“**Agreement**”), made as of this 7<sup>th</sup> day of October, 2020, (“**Effective Date**”) by and between **THE CITY OF SALIDA, COLORADO** organized and existing under the laws of the State of Colorado, with offices at Salida Fire Department, 124 E Street, Salida, Colorado 81201 (“**Client**”) and **THE NEENAN COMPANY LLLP**, a limited liability limited partnership organized and existing under the laws of the State of Colorado with offices at 3325 South Timberline Road, Suite 100, Fort Collins, Colorado 80525 (“**NEENAN**”).

### AGREEMENT

#### 1. SERVICES.

NEENAN will perform the work described at **Exhibit A** (the “**Services**”). Performance by NEENAN will be required only to the extent consistent with and reasonably inferable from the description of the **Services** as being necessary to produce the intended results. The **Services** will be performed as expeditiously as is possible under the circumstances or as otherwise identified at **Exhibit A**. Changes in the **Services** may be accomplished after the **Effective Date** only by a written change order executed by both parties.

#### 2. CONTRACT PRICE.

The stipulated sum fee for the **Services** is set forth at **Exhibit B** (the “**Contract Price**”). Changes in the **Contract Price** may be accomplished after the **Effective Date** only by a written change order executed by both parties. The **Contract Price** may include, if identified at **Exhibit B**, dollar amounts allocated to certain items of the **Services** for which the actual cost is not ascertainable at the **Effective Date** (“**Allowance**”). The amounts for **Allowance** items will be adjusted by written change order as the actual costs become known.

#### 3. PAYMENT.

Within twenty (20) days of **Client**’s receipt of any properly submitted and correct application for payment for the **Services**, **Client** will make payment to NEENAN. No retainage will be withheld from any payment due NEENAN under this **Agreement**. Any payment that is not paid when due will accrue interest from the date due at the rate of one percent (1.0%) per month until paid.

#### 4. STANDARD OF CARE.

The standard of care for the design work performed pursuant to this **Agreement** will be the standard of care and skill ordinarily provided by competent licensed architects and registered professional engineers designing projects of similar size, scope, and complexity in the same location and at the same time as the performance of the **Services**.

#### 5. EXCUSABLE DELAY.

"Excusable Delay" means any delay which is beyond the control of a party hereto. Whenever a deadline or period of time is not met because of Excusable Delay, then any such deadline or period of time will be extended as necessary to compensate for the Excusable Delay period of time.

#### 6. TERMINATION.

**Client** may terminate this **Agreement** for its convenience at any time upon written notice to NEENAN. In the event of such termination, NEENAN will be compensated for the portion of the **Services** performed prior to the termination and, subject to Paragraph 9, any expenses incurred directly as a result of the termination.

#### 7. INSURANCE.

NEENAN will obtain and maintain during the term of this **Agreement** the insurance described at **Exhibit C**. The cost for such insurance is included in the **Contract Price**.

#### 8. INDEMNIFICATION.

To the fullest extent permitted by law and except to the extent provided in this **Agreement**, NEENAN will indemnify and hold harmless **Client** from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys’ and experts’ fees, arising out of or resulting from performance of the **Services**, but only to the extent caused by the negligent acts or omissions of NEENAN and NEENAN’s consultants and subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation will not be construed to negate, abridge, or otherwise reduce any

other right or obligation of indemnity which would otherwise exist or be available to an indemnified party, as to any property or person described in this Paragraph. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of this indemnification obligation, such legal limitations are made a part of the indemnification obligation and will operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation will continue in full force and effect.

**9. CONSEQUENTIAL DAMAGES.**

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT OR NEENAN WILL NOT BE LIABLE TO THE OTHER, AND EACH PARTY HEREBY WAIVES ALL CLAIMS AGAINST THE OTHER, FOR ANY CONSEQUENTIAL, LIQUIDATED, SPECIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOSS OF PROFITS OR OPPORTUNITY), WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AS A RESULT OF THE SERVICES PERFORMED HEREUNDER.

**10. DISPUTE RESOLUTION.**

Any and all claims, disputes or controversies between Client and NEENAN arising out of, or relating to, this Agreement or the breach thereof (hereinafter "Dispute") will be resolved, unless the parties mutually agree otherwise, by binding arbitration conducted in Denver, Colorado. This agreement to arbitrate will be specifically enforceable in any court with jurisdiction. The arbitration administrator and rules will be mutually agreed upon by the parties, or if the parties cannot agree the arbitration will be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the Effective Date. The date and time of the arbitration will be by mutual agreement of the parties. The decision and award of the arbitrator will be final and binding upon the parties, and judgement may be entered upon it in accordance with applicable laws by any court having jurisdiction. The prevailing party in any Dispute resolution proceeding will be entitled to reimbursement from the other party of all costs, expenses, and reasonable attorney and expert fees and costs incurred by such prevailing party in connection with any such proceeding.

**11. OWNERSHIP AND USE OF DOCUMENTS.**

In consideration of the fees paid by Client to NEENAN, all drawings, specifications and other documents prepared pursuant to this Agreement by NEENAN or its agents, subcontractors, or consultants (collectively known as "NEENAN Documents"), become the property of Client for the purpose of information and reference when this Agreement is fully performed or sooner terminated, and full payment for the NEENAN Documents has been received by NEENAN. However, if for any reason Client chooses to go forward with additional design for the Project using consultants or designers other than NEENAN, or if Client elects to proceed with construction of the Project utilizing a contractor other than NEENAN, then Client will: (1) have the NEENAN Documents completed, reviewed, and stamped by other design professionals; and, (2) indemnify, defend and hold harmless NEENAN, its subcontractors and consultants, from any claims, losses, or expenses of any kind arising out of the use of the NEENAN Documents. Client hereby grants NEENAN an exclusive license to use the NEENAN Documents without limitation or restriction.

**12. MISCELLANEOUS PROVISIONS.**

**12.1 Architect.**

The Architect of Record will be Whitney Churchill at The Neenan Company LLLP, who is a licensed professional Architect in the State of Colorado (#203708).

**12.2 Choice of Law.**

This Agreement will be governed by the laws of the State of Colorado.

**12.3 Severability.**

The terms of this Agreement are severable. If any term of this Agreement is found to be unlawful, the remaining terms will remain in full force and effect, and the parties agree to negotiate a substitute term of equivalent value or effect.

**12.4 Assignment.**

Neither NEENAN nor Client will transfer, assign, or delegate this Agreement or any payment due thereunder without the consent of the other party, which consent will not be unreasonably withheld.



**12.5 Exhibits.**

All Exhibits attached to this Agreement are incorporated herein by this reference.

**12.6 Entire Agreement.**

This Agreement represents the entire and integrated agreement between Client and NEENAN and supersedes all prior negotiations, representations or agreements, whether written or oral, between Client and NEENAN related to the Services. Nothing in this Agreement will create a contractual relationship between Client and any person or entity other than NEENAN.

**12.7 Signatures.**

The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail will be deemed to be their original signatures for all purposes.

THIS AGREEMENT is entered into as of the Effective Date first written above.

CLIENT:

City of Salida, Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NEENAN:

The Neenan Company LLLP  
A Colorado limited liability limited partnership  
By: Neenan Management Company  
A Colorado corporation  
Its: General Partner

By: \_\_\_\_\_

Name: Ryan C. Dellos

Its: Treasurer

Date: \_\_\_\_\_

## EXHIBIT A

### SERVICES

NEENAN will engage pre-construction personnel, architects, engineers, and consultants to perform a facility and needs assessment for the Salida Fire Department located in Salida, Colorado (“Project”).

The Services are more specifically defined as follows:

#### Location visit pre-work

- Review of requested owner items
  - Existing building drawings
  - Current ISO report
  - Information on potential site locations

#### Location visit – 2 days

- Owner kick off meeting –
  - Inquire regarding Conditions of Satisfaction
  - Develop program with client based on current & future needs
  - History of existing building
- Assessment of current facilities
  - Video facilities walk – 2 people from Neenan Team on site, remainder to be remote
    - Code compliance
    - Visual building envelope review
    - Visual structural review
    - Systems inspection
    - Functionality and logistics
- Assessment of proposed new sites
  - Walk and visually assess sites
  - Video and photo-documentation
  - Gather relevant site information

#### Compile Assessment

- Compile facilities assessment
  - Code compliance
  - Building envelope
  - Systems
  - Space deficiencies
- Formalize program based on needs and current best practices
- Proposed site analysis
  - Test fit of conceptual design
  - Site comparison of development costs
  - Site comparison of ISO Personal Protection Class Ratings
- Budget comparison
  - Estimate associated with renovation of current facility
  - Estimate for new facility based on conceptual design

Deliver final report



**EXHIBIT B**

**CONTRACT PRICE**

Client agrees to pay NEENAN the stipulated sum fee of **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)** for the Services.

The Contract Price includes all normal reimbursable expenses except that the Contract Price does not include any fees paid for securing approval of authorities having jurisdiction over the Project.

## EXHIBIT C

### INSURANCE

NEENAN will maintain during the term of this Agreement the insurance described below, which insurance will be placed with a company or companies authorized to transact business in the State of Colorado. Insurance policies obtained by NEENAN for Commercial General Liability will, to the fullest extent permitted by law, name Client as an "additional insured." Certificates of Insurance evidencing the insurance coverage will be delivered to Client immediately after execution of this Agreement.

1. Workers' Compensation and Employers Liability

Coverage A: Statutory  
Coverage B: \$1,000,000/\$1,000,000/\$1,000,000

2. Commercial General Liability

\$2,000,000 per occurrence bodily injury and property damage (CSL)  
\$2,000,000 per occurrence bodily injury and property damage (CSL-Completed Operations)  
\$4,000,000 general aggregate

3. Umbrella

\$8,000,000 each occurrence and annual aggregate

4. Business Automobile Liability

\$1,000,000 per accident bodily injury and property damage

5. Insurance for Design Services

Professional Liability Errors and Omissions Insurance with limits of \$1,000,000 per claim and in the aggregate.





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