



Durango
1140 Main Avenue, Suite B
Durango, Colorado 81301
P – 970.259.7494

Pagosa Springs
262 Pagosa St. Suite 200
Pagosa Springs, CO 81147
P – 970.264.6884

Proposal for Services

Project Name	Archuleta County Harman Park Transit Facility
Date	June 29, 2022
Location	Harman Park, Pagosa Springs, Colorado 81147
Contact	Derek Woodman, Archuleta County Manager

1.0

Project Description

Provide architectural and engineering services for a new bus terminal facility in Pagosa Springs, Colorado located specifically in Harman Park. The project will include a schematic design development phase, design and construction document development phase, construction contractor procurement and construction administration services. The project will be submitted to the Town of Pagosa Springs planning department for location and extent review and approval as well as submittal to the Town of Pagosa Springs building department for permitting. The new facility is anticipated to be one story, and approximately 6,550 square feet including public waiting areas, office spaces, restrooms, 3 bus bays and necessary mechanical and electrical spaces. The site improvements will be a significant element in the design and include approximately 18,000 SF of programmed site area including vehicular parking, bike parking, bus loading and drop-off areas, and public plaza areas.

2.0

Project Team

Architectural and Structural: Reynolds Ash + Associates

Tracy Reynolds, AIA, P.E.
Brad Ash, AIA
Lauren Davis, AIA, AICP
Jodi Lee, Office Administrator

Civil Engineering: Davis Engineering

Mike Davis, P.E.
Myron Stretton, P.E.

Mechanical, Electrical and Plumbing Contractor: Reynolds Ash + Associates

Dustin Sullivan, P.E. (Mechanical)
Sean Brophy, P.E., LEED AP (Electrical + Lighting)
Nate Brush (Electrical + I.T./Special Systems)
Jim Osgood (Plumbing)

3.0

Anticipated Scope of Work

Site Improvements:

- Civil Engineers to design the parking areas, overall grades, bus wash bays, loading and drop-off areas, overall sidewalks and connections to other parts of Harman Park. Engineered layout plans, grading and drainage plans, utility plans, site details
- Architectural Site Plan, site details

Schematic Design Phase:

- The schematic design to include the following:
 - Civil Engineering Schematic Plans
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- Structural Engineering Schematic Plans
- Mechanical Schematic Plans
- Electrical Schematic Plans
- Plumbing Schematic Plans
- Architectural Site Plans
- Landscape Plans
- Architectural Floor Plans
- Architectural Roof Plan
- Architectural Elevations
- Architectural 3D Model Views
- Preliminary building section showing
- Outline Specifications
- Cost Estimate
- Town of Pagosa Springs Pre-Application Meeting.

Planning Submittal Phase:

- RA+A to prepare applications to Submit for the Town of Pagosa Springs for Location and Extent Review.
- Civil Engineering Plans
- Site Plans
- Landscape Plans
- Narratives
- Applications
- Floor Plans
- Elevations
- 3D Model

Construction Document Phase:

- Two submittals during the CD Phase to include a 60% progress submittal and a final construction document/building permit submittal.
- Civil Engineering full construction document plans will be submitted as part of the 60% CD submittal (Ready to submit to Town of Pagosa for Location and Extent Review)
- Drainage Report + civil Specifications
- Structural Engineering construction document plans
- Mechanical Engineering construction document plans
- Electrical Engineering construction document plans
- Plumbing construction document plans
- Architectural Site Plans
- Landscape Plans
- Architectural Floor Plans
- Architectural Roof Plan
- Architectural Elevations
- Architectural 3D Model Views
- Building Sections
- Wall Sections
- Door + Window Schedules
- Partition Types
- Interior Elevations



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- Plan and Section Details
- Full Specifications
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Bidding + GC Procurement:

- Pre-Bid Conference
- Respond to bidding questions + prepare addenda as necessary
- Review bids

Construction Administration:

- Biweekly OAC Meetings
- Pay Application and change order review
- RFI Responses
- ASI
- Final Punch lists and walkthroughs
- Project closeout
- 1-year warranty visit

4.0

Schedule

Kick-off meeting on July 13th at 1 PM.
 SD Phase – 6 Weeks from July 13th to August 22nd
 CD Phase – 9 Weeks from August 29th to October 31st
 Bidding + GC Procurement – 3 Weeks from November 1st to November 18th
 CA Phase – 12-13 Months TBD December 2022-December 2023

5.0

Exclusions

Construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the work.

6.0

Compensation

Client agrees to pay Consultant the compensation as stated below.
 Basic services as described in the anticipated scope of work will be performed as follows:

1. SD Phase	30% of overall fee
2. CD Phase	35% overall of fee
3. Bidding Phase	5% of fee
4. CA Phase	30% of fee
Total Lump Sum	8% of total construction costs

Once Bids are received and construction cost is determined, fees may be adjusted as necessary.

Internal Reimbursable expenses include, but are not limited to: photocopying, 24x36 and 12x18 plots, etc.

Full Size Plots (24x36)	\$4.50/plot
Half Size Plots (12x18)	\$2.50/plot
Color Prints (8-1/2x11)	\$1.00/print
Blue line Prints/Copies/Postage/Shipping	\$1.15 x invoice
Travel Mileage	0.585 ¢/mile
Travel Time (outside of city limits) Personnel Rate/Hour	

Any external reimbursable expenses will be billed at cost +15%.



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Additional requested services or repetition of completed services once approved shall be completed on a T&M basis. Such work shall be performed at the Owner's written request and shall be invoiced at the scheduled hourly rate.

7.0

Payment Schedule

The balance will be invoiced on a monthly basis based on the percent completion of basic services, plus any authorized additional services and reimbursable expenses incurred. Invoices are due and payable upon receipt of our invoice. Amounts unpaid after 30 days from date of invoice shall bear interest at a rate of 1 ½% per month. Architect reserves the right to stop work and withhold any documents produced by our office on accounts which are 60 days past due. If payment is not received when due, the Architect shall be entitled to all costs of collection.

We expect final payment at the time the completed construction documents are delivered unless other arrangements have been made. Completed construction documents will not be released until final payment has been received. Payment to the firm of any invoice shall be taken to mean the Client is satisfied with the services provided up to the date of payment and is not aware of any deficiencies in those services.

8.0

Ownership / Copyright

All documents prepared or furnished by Reynolds Ash+ Associates pursuant to this Agreement are instruments of Consultants professional services and shall retain an ownership and property interest therein, including all copyrights. Consultant grants the Client a license to use instruments of the firm's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by the Client, without Consultants written permission, shall be at the Client's sole risk. Reynolds Ash + Associates may not reuse the exact design elsewhere without approval from Client.

9.0

Limitation of Liability

The Parties agree that each party shall be solely liable for any claims that arise from their own negligence or willful misconduct.

10.0

Dispute Avoidance and Resolution

Stepped Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation conducted with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to mediation/non-binding arbitration.



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This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the Client and Reynolds Ash + Associates, with a positive commitment to honesty and integrity, agree to the following: That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance, that each will avoid hindering the other's performance; that each will work diligently to fulfill his obligations; and that each will cooperate the common endeavor of the contract.

11.0

Additional Provisions

The following additional provisions shall apply to this Agreement:

- **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.
 - **GOVERNING LAW; VENUE:** The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado. The Parties expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
 - **NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.
 - **APPROPRIATION OF PUBLIC FUNDS:** Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the County. The obligations described herein shall not constitute a general obligation, indebtedness or multiple-year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.
 - **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.
 - **INSURANCE:** The Consultant shall be required to maintain the insurance requirements as set forth below. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.
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- **Workers' Compensation Insurance & Employers Liability** to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:
 - Workers' Compensation: Statutory
 - Employers' Liability: \$1,000,000.
- **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION NINETY-THREE THOUSAND DOLLARS (\$1,093,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. This insurance will apply as primary insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket, contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.
- **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the services. The policy will contain a severability of interests provision.
- **Certificates of Insurance.** The required Commercial General Liability and Commercial Automobile Liability policies will name Archuleta County, its officers and employees as additional insured and provide for a waiver of subrogation in favor of Archuleta County, Colorado. The required Workers' Compensation Insurance policies will name Archuleta County as a Certificate Holder. The certificate(s) of insurance will be attached to this agreement as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Any notices, within 20 days of cancellation or termination will provide an email notice to:

Louise Sumner Woods
Finance Director/Acting Procurement Officer
Archuleta County
P.O. Box 1507
Pagosa Springs, CO 81147
louise.woods@archuletacounty.org

- **Failure to Procure or Maintain Insurance.** The Consultant will not be relieved of any liability, claims, demands, or other obligations, assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Consultant to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Archuleta County may immediately terminate this contract.



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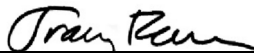
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- **Deductibles and Coinsurance.** The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-retention. The Consultant will indemnify Archuleta County, in full, for any amounts related to the above.

12.0

Agreement

This Agreement entered into as of the day and year dated below.

			06-29-2022
Signature	Date	Signature	Date
 Owner Client Alvin Schaaf Chair, Archuleta County BoCC		 Architect Reynolds Ash + Associates 1140 Main Ave., Suite B Durango, Colorado 81301	