

APPENDIX A

March 27, 2023

Mr. John Vann
Capital Projects Administrator
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031



RE: Additional Services Agreement for Downtown Westminster Center Park (Task Order 3)

Dear Mr. Vann:

This Amended Services Agreement is for continuing Landscape Architectural design refinements, Architectural Construction Documents, Sub Consultants, and City staff review/coordination to be provided by DTJ DESIGN, Inc. (DTJ) – refer to the Scope of Services outlined below and refer to fee chart for specifics of subconsultants and DTJ fees by discipline:

SCOPE OF SERVICES

- Incorporate revisions per City staff Pre-App review comments
- Architectural development and construction documents for the restroom/storage facility
- Expanded landscape architectural scope and project complexity
- Landscape Architectural (and subconsultant) services during construction
- Architectural (and subconsultant) services during construction for the restroom/storage facility
- SITES coordination with City consultant and documentation
- Prepare and respond to City staff Permit review comments

Based on the revised Scope, revise the current Task Order as follows:

- Architecture CDs = \$45,000
- Landscape Architecture CDs (expanded scope) = \$38,000
- DTJ Consultants (specific scope established, this fee is in addition to Task Order 1 estimates prior to design development) = \$140,160
- Architecture Services during Construction = \$20,000
- Landscape Architecture Services during Construction = \$30,000
- SITES Coordination and Documentation (DTJ and subconsultants) = \$27,000
- Public Processing (Hourly) = \$10,000

Task Order 3 fee total = \$310,660*

*** SITES subconsultant is TBD**

APPENDIX A - TASK ORDER FORM

**2022 ARCHITECTURAL SERVICES FOR RESTROOM AND MAINTENANCE FACILITY
LOCATED IN CENTER PARK
FORM OF TASK ORDER
TASK ORDER NO. 3
CON-PRL-22-1116**

This Task Order No. 3 is executed on this 27th day of March 2023, as part of the 2022 On-Call Landscape Architectural Services Contract dated January 1, 2022, between the **CITY OF WESTMINSTER** (the “City”) and **DTJ DESIGN, Inc.** (the “Consultant”) (hereinafter, the “Master Service Agreement”).

Task Order Title:

Center Park Landscape Architectural design refinements, Architectural Construction Documents, Sub Consultants, and City staff review/coordination

Task Order Background and Objective:

PROJECT UNDERSTANDING

This Task Order includes City of Westminster staff review/coordination, architectural design services, expanded landscape architectural design services, services during construction, subconsultant design services, and SITES certification documentation/coordination for Center Park in Downtown Westminster

Task Order Scope of Services:

I. CITY STAFF REVIEW AND COORDINATION

The City of Westminster is providing Planning Department and related Agency review and comment for DTJ and its subconsultants. DTJ will provide coordination, documentation and plan revisions to address all City review comments.

Based on specific City staff comments from the informal Pre-App submittal review, DTJ will revise plans and documentation to address these specific City comments.

II. ARCHITECTURE

Based upon the approved Architectural Design Documents, and City’s updated budget for the Cost of Work, and City staff Pre-App review feedback, DTJ and its consultants shall prepare Construction Documents to set forth in detail the requirements for the construction of the Project. The following Basic Services are anticipated to be included in this Project Phase.

a. Architectural Construction Documents

1. Cover Sheet and Code Summary
2. Wall, Floor and Roof Assemblies
3. Building Floor Plan
4. Reflected Ceiling Plan
5. Roof Plan
6. Building Elevations

7. Building Sections
 8. Door and Window Schedules (hardware schedule to be provided by the General Contractor's hardware supplier and coordinated with the City's other consultants)
 9. Details
 10. Structural Framing and Foundation Plans (by Structural Engineer)
 11. Structural Details (by Structural Engineer)
 12. Mechanical and Electrical Plans (by MEP Engineer)
 13. Equipment Schedules (by MEP Engineer)
 14. Specifications (may be included in the Drawings)
- b. Meet with City to review progress of Construction Documents and receive direction. Two (2) meetings with City are included in this Scope of Services.
 - c. Coordinate with the City's other consultants as they prepare their Documents.
 - g. Coordinate with City's Construction Cost Estimator/Contractor as he/she prepares an Opinion of Probable Construction Cost (see notes under Services During Construction).
 - h. Consultant will incorporate drawings prepared by the City's other consultants under separate agreements in the Construction Documents as necessary to obtain a Building Permit.

Consultant's Scope of Services includes basic Architectural Services, Structural, Mechanical, Electrical and Plumbing Engineering Consulting. The City shall engage the services of a Geotechnical Engineer, Envelope Consultant, and others as reasonably required for the Scope of the Project.

III. EXPANDED LANDSCAPE ARCHITECTURE

Based upon the expanded scope and level of design for the project, approved Design Development Documents, and City staff Pre-App review feedback, DTJ and its consultants shall prepare Construction Documents to set forth in detail the requirements for the construction of the Project as defined in Task Order 1 and 2. DTJ and its consultants shall prepare irrigation drawings that includes the two blocks of Eaton Street Median per the additional landscape architectural scope included in Task Order 2.

IV. SERVICES DURING CONSTRUCTION

As requested by the City, Consultant shall:

- a. Visit site at intervals appropriate to stage of construction to observe and report on progress of the Project. Architecture consultant will visit the site up to three (3) times; Landscape Architecture consultant will visit the site up to five (5) times; Structural and MEP engineers will visit the site up to two (2) times each as needed; Specialty Lighting / AV designer will visit the site up to two (2) times as needed; and, the Irrigation designer will visit the site up to two (2) times as needed.
- b. Attend virtual Project progress meetings - assume generally two (2) meetings a month for twelve (12) month duration and ten (12) virtual OAC meetings.
- c. Review submittals, shop drawings, and samples provided by the Contractor. Consultant's response to such submittals shall be made in writing, generally no later than ten (10) business days of the date the submittal was received.
- d. Answer questions and provide clarifications relevant to the Construction Documents.
- e. Review and comment on "punch lists" prepared by Contractor of work to be completed by Contractor at time of Project completion.

- f. The duration of construction services is anticipated to be sixteen (16) months with an average of two (2) hours of in-office time per week.

Notes:

Consultant shall coordinate with City's Construction Cost Estimator/Contractor (outlined above) as he/she prepares an Opinion of Probable Construction Cost. City understands that Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's coordination efforts relating to estimates of probable construction costs are made based on the Consultant's professional judgment and experience. Thus, Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from Consultant's input related to estimates of probable construction cost.

V. SUBCONSULTANTS

Based upon the expanded scope and level of design for the project, approved Design Development Documents, and City staff Pre-App review feedback, DTJ will engage subconsultants with the following scope (see attached subconsultant scope exhibits).

VI. SITES

Based upon the expanded scope and level of design for the project, approved Design Development Documents, and City staff Pre-App review feedback, DTJ will coordinate with the City's consultant to prepare documentation for SITES certification with a goal to achieve SITES Silver.

VII. CITY-PROVIDED INFORMATION

This Task Order assumes that City will provide the information necessary to complete the Scope of Work. Examples of City-provided information include but are not limited to: Geotechnical Report, base files and coordinated, reasonable advanced notice of submittal deadlines.

VIII. ADDITIONAL SERVICES

If Additional Services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Consultant would be pleased to provide a written proposal that will outline new Scope, Tasks, Fee, and reimbursable expenses associated with the work. Such Additional Services shall be paid for by the City in addition to the Compensation for Basic Services provided for in this Agreement.

Additional Services includes, but is not limited to:

- Providing services of, or in connection with, consultants other than those specified in this Agreement.
- Providing services in addition to those outlined in this Agreement because of changes in the Project Program, including but not limited to size, quality, complexity, the City's schedule, site specific variations, or the method of bidding or negotiating and contracting for construction.
- Making revisions in plans or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions given previously by the City, including revisions made necessary by adjustments in the City's Program or Project budget after such approvals or instructions.

- b. Required by enactment, revised interpretation, jurisdictional differences in interpretation, or revisions of codes, zoning, or building ordinances, laws, or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such occurrences.
- c. A result of the City's failure to render decisions in a timely manner.
- Providing Estimates of Probable Construction Cost.
- Appearing at meetings with the City or their consultants, interested parties, or representatives of any offices or agencies having jurisdiction over the Project.
- Preparing or providing models, renderings, or similar presentation.
- Providing services in connection with the evaluation and implementation of substitutions, change orders, and addenda proposed by the contractor or requested by the City.
- Providing services made necessary by the default or termination of a contractor, by defects or deficiencies in the contractor's work, or by failure of performance of the City, contractor, or others performing services or providing work on the Project.
- Marketing graphics; including but not limited to perspective renderings, and plan renderings.

IX. TASK ORDER WORK SCHEDULE AND COMPLETION DEADLINE

Architecture & Landscape Architecture Construction Documents	10-week duration
Services during Construction	16 months (TBD)

X. TASK ORDER SPECIAL INSTRUCTIONS

Landscape Architecture	\$38,000
Landscape Architecture Services During Construction	\$30,000
Architecture Construction Documents	\$45,000
Architecture Services During Construction	\$20,000
Architecture & Landscape Architecture Subconsultants	\$140,160
SITES (DTJ and subconsultants)	\$27,000
SITES Consultant	TBD
Total Fixed Fee Cost:	\$300,660
Public Processing (Hourly NTE)	\$10,000

The City shall engage the services of a Geotechnical Engineer, Envelope Consultant, and others as reasonably required for the Scope of the Project.

Additionally, Consultant and its consultants, if any, shall be reimbursed for expenses incurred in the interest of the Project. Expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at cost. Such expenses will include but are not limited to printing, visual documentation of project graphics, postage, delivery, and mileage. Reimbursable expenses not to exceed \$4,000 without City authorization.

Task Order Pricing and Consultant billing shall be according to Appendix B Fee Schedule of the Master Service Agreement. This Task Order shall be subject to, controlled by, and attached to the Master Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed by their duly authorized officers on the date first appearing above.

DTJ DESIGN, Inc.

CITY OF WESTMINSTER

By:  03/27/2023
Principal and Vice President

By: _____

Name: David Poppleton

Name: _____

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