

**THIRD AMENDMENT TO
TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Castle Rock Service Center Expansion Design)**

DATE: _____ JUNE 18 _____, 2019.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

D2C ARCHITECTS, a Colorado corporation, 1730 Blake Street, Suite 335, Denver, Colorado 80202 (“Consultant”).

RECITALS:

- A. Town and Consultant are parties to the Town of Castle Rock Services Agreement (Castle Rock Service Center Expansion Design) dated April 11, 2017, amended by the First Amendment to Town of Castle Rock Services Agreement dated May 18, 2018 and the Second Amendment to Town of Castle Rock Services Agreement dated January 8, 2019 (“Agreement”).
- B. The parties have determined that it is necessary and appropriate to amend the Agreement to increase the contract sum by an additional \$48,580 for the engineering and design of the items outlined in the attached ***Exhibit A***.

TERMS:

Section 1. Amendment. Section 2 of the Agreement is amended to increase the contract sum by an additional \$48,580. In no event shall the cumulative payment to Consultant exceed \$293,715, unless authorized in writing by Town.

Section 2. Ratification. Except to the extent expressly modified by this Third Amendment, the Agreement is in full force and effect. To the extent of any inconsistency between this Third Amendment and the Agreement, the terms and conditions of this Third Amendment shall control.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:


Approved as to content:

Robert J. Slentz, Town Attorney

Dan Sailer, Acting Director of Public Works

CONSULTANT:

D2C ARCHITECTS
a Colorado corporation

By:  BRIAN T. DUGGAN

Its: PRESIDENT

6/6/2019

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER: 003 CONTRACT NUMBER: Contract Dated –
Attachment A –
4/11/2017

DATE: 5/16/2019

OWNER | CLIENT: Town of Castle Rock

ARCHITECT: D2C Architects, Inc.

PROJECT NAME | ADDRESS: Castle Rock Service Center Expansion Project
4175 Castleton Court
Castle Rock, CO 80104

EFFECTIVE DATE. This Amendment shall be effective and enforceable upon signature by representatives and the dates accommodating signature (which shall be hereinafter called the "Effective Date"), and shall be effective and enforceable thereafter in accordance with its provisions.

A summary of the changes in work include:

- **Emergency Power – Generator Added Circuits (BMcD)**
 - **ASI will illustrate changes to panel schedules, circuiting, and calculations.**
- **Sign Bay**
 - **New OHD (D2C and BMcD)**
 - **Including Structural Modification to Enlarge**
 - **Power/ Data Changes (D2C Document)**
 - **Add/ Change Lighting (BMcD)**
 - **Eyewash Removal (D2C Document)**
 - **Sink Removal (D2C Document)**
 - **Wall/ Window Modification (D2C)**
 - **New Carpet (D2C)**
 - **Finishes Schedule (D2C)**
 - **New Wall Finishes (D2C)**
 - **Add Split Cooling in Sign Lab (Move from Elect) (D2C)**
 - **By signing and approving this add service, the work related to moving the Split AC/ Heat unit from Electrical Rooms 1102 and 1103 to serve 1107, Burns and McDonnell shall be released of design responsibility and indemnified for any concerns and liabilities of the Electrical Rooms overheating and expectations of the heat and cool for the Sign Office, as the unit was not sized specifically for the office.**
- **New Bay Changes to Overhead Delivery of services (Lube, Air, Power) (D2C and BMcD)**

- **Roof**
 - **Power for Maint. Plugs for RTU work (within 50' of Units) (BMCD)**

Burns & McDonnell	\$24,700
D2C	\$11,880
Allowance	\$12,000

FACTUAL RECITALS

Authority exists in the Law, with this Owner/Client and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment to Architect.

By signing below Owner/Client certify that required approval, clearance, and coordination has been accomplished from and with the appropriate representatives and parties of said agencies.

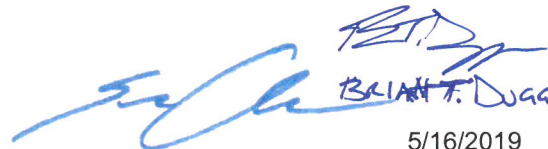
NOW THEREFORE, it is hereby agreed that;

1. Consideration for this Amendment consists of the payments, which shall be made pursuant to this Amendment and the promises, and agreements herein set forth.
2. It is agreed the original contract is and shall be modified, altered, and changed in the following respects:

SUMMARY OF CHANGES	
ORIGINAL CONTRACT SUM WAS:	\$209,095
NET CHANGE BY PREVIOUS AUTHORIZED AMENDMENTS: - Drive Through Bays, Exit Drive, Admin	\$36,040
THE CONTRACT SUM WILL BE _____ BY THIS AMOUNT OF: <input checked="" type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED	\$48,580
THE NEW CONTRACT SUM INCLUDING THIS AMENDMENT AND ALL PREVIOUSLY APPROVED AMENDMENTS WILL BE:	\$293,715
THE CONTRACT TIME WILL BE CHANGED BY: <input type="checkbox"/> INCREASED <input type="checkbox"/> DECREASED <input checked="" type="checkbox"/> NO CHANGE	

- a. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the original contract, the provisions of this Amendment shall in all respects supersede, govern, and control. This document shall always be controlling over other provisions in the contract or Amendments.
- b. Considering the town's request for these services, The Town of Castle Rock hereby agrees to fully release D2C Architects of all liability associated with this add service. All liability will rest solely with the Town under all circumstances and regardless of any consideration. The terms of this add service and its full release of liability shall govern over the prime agreement.

- c. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.
- d. In consideration of the substantial risks to the Consultant in sub-consulting and thereby rendering these services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Consultant, its officers, directors, partners, employees and subconsultants (collectively, Consultant), which may arise out of or may in any way be connected to the presence of such hazardous materials. The Client acknowledges that the Consultant is not and shall not be required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the Project site (as these terms are defined in applicable federal or state statutes and all related regulations).
- e. Both parties acknowledge that the Consultant and subsequent sub-consultant scope of services does not include any services related to remediation of hazardous materials (asbestos, toxic or hazardous waste, mold, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any condition. Should it become known that such materials may be present on or about the jobsite or any adjacent area that may affect the performance of the Consultant's services, the Consultant may at its sole option and without liability for consequential or any other damages, suspend performance of its services under this agreement and the prime agreement until the client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.


BRIAN T. DUGGAN, PRESIDENT
5/16/2019
6/6/2019

OWNER | CLIENT (Signature & Date)

(Printed name and title)

ARCHITECT (Signature & Date)

Eric Combs, Principal

(Printed name and title)



May 15, 2019

Mr. Eric Combs
Principal
D2C Architects
1730 Blake Street, Suite 335
Denver, Colorado 80202

Re: Addendum #3 To Proposal to Provide Professional Services
Service Center Expansion Design

Dear Mr. Combs:

General

Burns & McDonnell has completed the initial scope of work and drawing package for the Public Works Service Center Expansion in the Town of Castle Rock. Based on our original proposal and contract dated April 20, 2017, our scope of work and fee structure included a 30%, 60%, 90%, 100% design and construction phase services. An Addendum #1 was also included for revised scope of work that was approved on May 4, 2018. An Addendum #2 was also included for revised scope of work that was approved on March 1, 2019.

Burns & McDonnell provided this original scope, fee and schedule based on conceptual information from the RFP. As you know, this has changed over the course of the project, and therefore, the budget is not capable to meet the full intent of the schedule and deliverables.

As discussed, Burns & McDonnell is requesting an Addendum #3 to our original contract dated April 20, 2017. This addendum includes the additional scope of work and fee structure as indicated below to complete the project.

Scope and Task Development

Burns & McDonnell will complete the design documents required under the Town of Castle Rock Building Department as follows:

Preliminary Design (30%)

1. Complete

Design (60%)

1. Complete

Pre-Final Design (90% - IFP)

1. Existing Bay Changes

- a. Bay 1104 and 1005
 - i. General:
 1. LED Lighting design
 - ii. West Wall (By D2C)
 - iii. North Wall
 1. Modify Overhead door (structural only)
 - iv. South Wall (by D2C)

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- v. East Wall (by D2C)
 - b. Signing Lab 1107
 - i. General
 - 1. Split System
 - 2. Lighting design upgrade to code
 - ii. East Wall (by D2C)
 - iii. North Wall (by D2C)
 - iv. Office 1109
 - 1. Lighting design upgrade to code and dimmable
 - v. Office 1110
 - 1. Lighting design upgrade to code and dimmable
- 2. New Service Bay:**
 - a. Trench for lubricants, air, and water
 - i. Re-route lubricants, air and water (by D2C)
 - ii. Modify structural detail and mounting from ceiling to floor mounted for 7 lubricant hose reels
 - iii. Modify structural detail and mounting for air hose reels
 - iv. Modify structural framing and details
- 3. Emergency Power:**
 - a. Field investigation and observations
 - b. Generator calculations for sizing and distribution
 - c. Revise panel schedules and calculations
 - d. Revise specifications and drawings
 - e. Coordinate changes (resizing/location/number of transfer switches etc.) with client and electrical contractor
- 4. Roof Power:**
 - a. Add power at roof for servicing the roof mounted mechanical equipment

Final Design (100% - IFC)

- 1. It is our understanding that the Town of Castle Rock has not requested this submittal and has proceeded with construction using IFP documents.

Execution/Procurement/Construction Phase

- 1. No modifications.

Deliverables List

- 1. Issue For Permit Documents
 - a. Drawings
 - b. Technical Specifications

Travel

- Included in construction services.



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Meetings

- Included in construction services.

Schedule

- The estimated schedule below will be maintained assuming D2C approval is completed in a timely manner.
 - 5/31/2019 IFP Documents

Assumptions

1. This addendum is to complete the work as discussed for the additions to the Issue For Permit deliverable. Any work beyond this phase will be negotiated and added to the overall agreement.

Fee Proposal

Burns & McDonnell's estimated additional cost for these services, is as follows:

- | | |
|-------------------------------------|-------------------|
| • Existing Bay Revisions | = \$5,800 |
| ○ Electrical (16 hours) | |
| ○ Structural (20 hours) | |
| • New Service Bay Revisions | = \$7,900 |
| ○ Electrical (7 hours) | |
| ○ Mechanical (24 hours) | |
| ○ Structural (18 hours) | |
| • Emergency Power Revisions | = \$8,500 |
| ○ Electrical (53 hours) | |
| • Roof Service Power Revisions | = \$2,500 |
| ○ Electrical (16 hours) | |
| • TOTAL ADDITIONAL FEE | = \$24,700 |
| • Revised Total Task Fee: \$128,720 | |

This includes labor, travel and miscellaneous expenses.

Contractual Terms & Conditions

We propose to execute this work under our existing Agreement with D2C Architects (Doc. No. EC-4, Effective April 20, 2017).



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Sincerely,

BURNS & McDONNELL

A handwritten signature in blue ink, appearing to read "Nick Tessitore".

Nick Tessitore, PE
Project Manager

D2C ARCHITECTS

Accepted on this _____ day of _____, 2019.

Signature

Eric Combs
Printed Name

Enclosure