

**SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**

**THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the “Amendment”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (The “County”), and **DLH ARCHITECTURE, LLC** (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the Parties entered into a certain Public Contract for Services dated February 7, 2025, (the “Contract”) for the Consultant to provide architectural and civil engineering services required for the development, design, and preparation of L & E submittals along with bid-level construction documents and specifications for the overlot grading of the Future Biochar, Maintenance Facility, and detention pond to be located off of Delva Road;

**WHEREAS**, the original with a maximum contract expenditure of the Contract was \$93,350.00 with term from February 7, 2025, through December 31, 2026; and

**WHEREAS**, the Parties entered into a First Amendment to Public Contract for Services dated July 22, 2025 (the “First Amendment”), to increase the maximum contract expenditure by \$159,560.00 for fiscal year 2025/2026 and additional work, for a total amount of \$252,910.00, and to update the scope of work exhibit; and

**WHEREAS**, the Parties have agreed to amend the Contract a second time by increasing the Maximum Contract Expenditure by one hundred forty-six thousand one hundred ninety-six dollars and fifty cents (\$146,196.50), and updating the scope of work and payment terms exhibits; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**WHEREAS**, the Parties have now determined that additional clarifications are needed; and

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

**MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **THREE HUNDRED NINETY-NINE ONE HUNDRED SIX DOLLARS AND FIFTY CENTS (\$399,106.50)**. The funds appropriated for this Second Amendment is **ONE HUNDRED FORTY-SIX ONE HUNDRED NINETY-SIX DOLLARS AND FIFTY CENTS (\$146,196.50)** for fiscal years 2025 and 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to

make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Exhibit A-1 is replaced with **Exhibit A-2**.
3. Exhibit B is replaced with **Exhibit B-1**.
4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, and Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Second Amendment.
5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
6. The remainder of the Contract shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

## **EXHIBIT A-2 SCOPE OF WORK**

County Biochar and Maintenance – Overlot grading with pad sites, soils stabilization and detention.

1. Review all existing survey information provided by County and GIS.
2. Prepare the initial site planning for both facilities with access off of Delva Road.
3. Prepare the background documents for the overlot grading concept plan.
4. Prepare the initial overlot grading concept plan showing how the detention pond earth removal would be relocated onto the Delva site.
5. Review the initial overlot grading plan concept with the County.
6. Revise the initial overlot grading concept sketch as required to address the County's needs.
7. Earth balance the site.
8. Start the overlot grading plan documents.
9. Develop the overlot grading plan for submission to the County and State if required.
10. Review and gain approval of the overlot grading plans with earth relocation.
11. Modify the overlot grading plans to conform to the State and final County approvals.
12. Provide AutoCAD based construction documents and specifications for County approval.
13. Work with County purchasing to publish and bid the overlot grading package.
14. Provide bidding and addendum support during contractor procurement.
15. Provide Contract Administration during the GESC installation and overlot grading construction.
16. Work with the Contractor to secure As-built Surveys and Record Documents for the project.

### **Sub Consultants:**

**Collins Engineering** will be retained for this project as a sub-consultant to perform civil engineering.

### **Schedule:**

Based on our discussions to date and acceptance of this proposal on February 7, 2025, DLH Architecture, LLC intends to finish the contract documents by April 10, 2025.

The project would be released for GC pricing in May 2025 after the County and the State finish reviewing the drawings. Bids would be received on May 29, 2025, and all associated costs would be evaluated for funding. Earth relocation would commence over the summer of 2025.

### **Additional Service Request #1 – Sedalia Facility Design**

To provide professional architectural services required to develop the design, prepare the construction documents and specifications, furnish bidding support services, provide contract administration and close-out services for the new Sedalia Facility building planned on the Delva Road site near Sedalia, CO.

1. Review all existing plans and data provided by the County.
2. Prepare an initial master plan concept sketch showing how this new building would interact with the existing trash disposal site. This work has essentially been completed.
3. Revise the initial master plan sketch as required to address the current County Engineering program requirements, scope of work.

4. Develop a base master site plan for the entire site and submit that plan to County Planning for L & E acceptance.
5. The site and grading work are already underway with Collins Engineering.
6. Develop and refine the building floor plan and elevations from the County's revised input from the machinery manufacturers.
7. Provide CAD-based Schematic Drawings of the building layout and review them with the County and the County design committee.
8. Implement County comments into the project's Design Development drawings.
9. Start Structural, Landscape, Mechanical, Plumbing, and Electrical (SLMPE) engineering for the contract documents and planning submissions. Continue with the Civil Engineering.
10. Review design development drawings, including the SCLMEP drawings, with the County.
11. Revise the Design Development drawings as requested by the County Design Committee.
12. Prepare all planning site plan submittals as required by the County Planning for the L & E submittal.
13. Prepare and provide the contract bidding documents in AutoCAD format and the project manual in Microsoft Word format for bidding.
14. Work with County Purchasing to prepare the project for contractor distribution.
15. Assist the County in bidding the project to General Contractors.
16. Answer addendum questions during the contractor procurement process.
17. Provide full contract administration services through the construction of the building.
18. Review and respond to all shop drawing submittals
19. Attend weekly OAC meetings with the contractor.
20. Provide all final punch list documentation.
21. Provide all as-built and close-out documentation as prepared by the County.

**Sub Consultants:**

The following sub-consultants will be retained for this project. All have worked for the County are familiar with the County requirements and specifications:

Structural Engineering -	HCDA Engineering
Civil Engineering (Current Working on the project) -	Collins Engineering
Mechanical / Plumbing Engineering -	Envision
Electrical Engineering -	PK Electrical
Landscape Architecture -	Natural Design Solutions

**Schedule:**

Acceptance of proposal July 22, 2025. Contractor intends to finish the design development documents by August 12, 2025. Contract Documents would be completed by September 9, 2025.

Survey and soils information would be requested and obtained as soon as possible to meet that schedule.

The project would be released for General Contractor pricing on September 11, 2025, after Contractor review. Bids would be received on October 25, 2025, and all associated costs would be evaluated for funding.

**Additional Service Request #2 – Sedalia Facility Design**

To further extend and expand the scope of services to include well and septic system design, along with additional services necessary to complete the final site design.

**EXHIBIT B-1  
METHOD OF PAYMENT**

Building size, added storage building, equipment coordinator	\$86,500.00
Septic system design	\$9,000.00
Storage shed foundation	\$5,080.00
Base survey services – no charge north 2 lots	\$21,350.00
Well design services - once water is found	\$16,480.00
Consultant 15% coordination	\$7,786.00
<b>Total Additional Services – Second Amendment</b>	<b>\$146,196.50</b>

County to pay the Consultant by invoices received net 30 days.

All invoices are to be sent to [FFESSAdmin@douglas.co.us](mailto:FFESSAdmin@douglas.co.us)