# FIRST AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES BETWEEN THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND DLH ARCHITECTURE, LLC

THIS FIRST AMENDM	ENT TO THE PU	BLIC CONTRACT	FOR SERVICES (the
"Contract") is made and entered in	to this day	of,	2024, by and between the
<b>BOARD OF COUNTY COMM</b>	ISSIONERS OF T	HE COUNTY OF 1	DOUGLAS, STATE OF
COLORADO ("County"), on 1	behalf of THE DO	DUGLAS COUNTY	SHERIFF'S OFFICE
("DCSO") and DLH ARCHIT	TECTURE, LLC,	authorized to do	business in Colorado
("Contractor").			

#### **RECITALS**

WHEREAS, the County is undertaking certain activities for architectural services related to District 8 Emergency Services Public Safety Complex Project; and

WHEREAS, in the Request for Qualifications (RFQ) No. 047-22, the County solicited Statements of Qualifications (SOQ) from responsible and qualified individuals/firms to assist the County, on an as-needed basis, with professional Architectural Services for various County projects and, as a result of the RFQ, the County desires to establish a contract with the Contractor for the initial contract period of January 1, 2023 through December 31, 2023. The County shall have an option to renew this agreement for four (4) additional periods of one (1) year each, with the same terms and conditions.

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

- 1. Section 2, **SCOPE OF SERVICES:** is amended to include the scope for the District 8 Project as outlined in the amended <u>Exhibit A</u>, attached hereto and incorporated herein, all remaining terms and conditions in Exhibit A shall remain in full force and effect.
- 2. Section 4, MAXIMUM CONTRACT LIABILITY is amended as follows: Any other provisions of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is *TWO HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED EIGHTY Dollars (\$237,980.00)*. In no event shall the County be liable for payment under this Agreement for any amount in excess as outlined in *the updated* Exhibit B.
- 3. All remaining terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF,** the County and the Contractor have executed this Contract as of the above date.

OHL ARCHITECTURE, LLC
BY: ATTEM: (if a corporation)
Printed Name: NATHAN ALBERS
Title: MEMBER Title: MEMBER
DATE: 6/17/24
Signature of Notary Public Required:
STATE OF COLUMN )
COUNTY OF ( )ss.
The foregoing instrument was acknowledged before me this 20 day of 2024, by
and the viry Mulame of individual).
Witness my hand and official seal
Ares Inh-
LORIE S LIMBAUGH Notary Public State of Colorado Notary ID # 20054013963  Notary Public My commission expires: 4/1/25
My Commission Expires 04-07-2025

# BOARD OF COUNTY COMMISSIONERS DOUGLAS COUNTY:

## **DOUGLAS COUNTY SHERIFF'S OFFICE:**

BY: George Teal Chair	BY: Darren Weekly Sheriff
DATE:	DATE:
ATTEST:	APPROVED AS TO CONTENT:
Clerk to the Board	Douglas J. DeBord County Manager
DATE:	DATE:
APPROVED AS TO FISCAL CONTENT:	APPROVED AS TO LEGAL FORM:
Andrew Copland Director of Finance	Kelly Dunnaway Deputy County Attorney
DATE:	DATE:

# Exhibit A SCOPE OF SERVICES

The following is a list of the scope of work to be performed by DLH Architecture, LLC which is based on the preliminary sketches prepared by DCG employees in 2023 and a site visit.

- Provide the drawings required to build three (3) residential buildings as projected each having an approximate footprint of 1,800 square feet with an overall square footage of 3,600 square feet. A full basement with a walk/drive-out condition is planned due to existing site topography. These homes will be premanufactured modular type structures bearing on a concrete foundation system utilizing cantilevered retaining walls.
- A fourth building will be used for emergency equipment, storage, and office space. This building will be a premanufactured metal building with an overall square footage of 3,000 square feet. A basement of 1,500 square feet will provide walk and drive out conditions similar to the residential units.
- A sanitary sewer system will be designed for the site by our mechanical engineer that empties into a leach field design by others.
- A primary drive which will have a slope of 10% will be designed. If possible, a secondary drive with a lower slope will be added.
- A helicopter pad landing site will be master planned but not designed.
- A new stormwater quality facility and detention pond will be designed.
- Conferencing with Douglas County staff and other stakeholders to adjust the documents so the new plan fits the foreseen needs of the County.
- Submit drawings to the County for SDP review.
- Submit drawings to County staff for plan review.
- Assist with the bidding process.
- Attend OAC meetings and construction observation on a weekly basis.
- Review shop drawings and answer relevant RFI's.
- Provide As Built Documents & Punch List for the work.

#### Scope for the District 8 Project:

- Subconsultant will design and engineer and onsite wastewater treatment system.
- Subconsultant will determine sanitary design flow from homes and office.
- Subconsultant will perform a trip generation analysis for the project using trip rates/equations provided in the most current Institute of Transportation Engineers' (ITE) Trip Generation Manual and Handbook.
- Subconsultant will provide transportation engineering, planning, and related technical services necessary to complete the required traffic study per County requirements which are outlined in the adopted Douglas County guidelines set forth in the Roadway Design and Construction Standards.

#### **Clarifications:**

The following is a list of the scope of work that is not included in this proposal:

- 1. Food Service design, Furniture design, Environmental reports, Fire Suppression systems, Leach Field Design, Propane tank design, retaining wall design above 4'-0" and Security drawings or IT drawings and specifications will be by others or subcontractors.
  - 2. Energy modeling and commissioning is not included in the scope of this contract.
- 3. BIM data will not be provided as the scope of work will be modular or premanufactured.
- 4. Utilities and existing stormwater systems downstream do not need to be upsized or changed.

#### **Subconsultants:**

**JSH and Associates** is our anticipated electrical engineer. Scott has worked with the County for a number of years. **HCDA Engineers** has also worked for the County for a number of years and is our anticipated structural engineer. **Envision Mechanical Engineers** has also worked for the County for a number of years and is our anticipated mechanical engineer. **SK Design Group, INC**. has worked with the County as well and is our anticipated civil engineer.

#### Subconsultants for District 8 Project:

- 3 Rocks Engineering & Survey was contracted to design the septic system, leach field, and related equipment.
- Fox Tuttle was contracted to provide the trip generation analysis and traffic engineering report.

#### **Schedule:**

DLH Architecture, LLC anticipates having contract drawings ready for bid by March 1, 2024, based on approval for the proposal by November 1, 2023.

## Schedule for District 8 Project:

The work has already been completed and will not affect the schedule.

## **Budget:**

The overall final budget for this project has not been disclosed to DLH Architecture at this time but was informally communicated to DLH Architecture at roughly \$3 million dollars.

# Exhibit B METHOD OF PAYMENT

### Fee:

The proposed fee for the architectural services listed above is \$237,980.00 to be billed on a monthly basis of work complete.

Reproduction costs should not exceed \$100 for this project. Reimbursable costs such as copies and printing will be billed at cost plus 15%. All printing of the final contract documents is included in this \$100 cost.

Billings will be submitted on a monthly progress basis on the 1st day of each month and due upon receipt.