

**SECOND 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 SECOND AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES** (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County"), on behalf of **THE DOUGLAS COUNTY SHERIFF'S OFFICE** ("DCSO") and **DLH ARCHITECTURE, 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**, DLH Architecture, LLC and the Douglas County Sheriff's Office entered into a public service contract dated November 14, 2023 for the period of November 1, 2023 through November 1, 2024; and

**WHEREAS**, the First Amendment the County and the Contractor revised Section 2, SCOPE OF SERVICES as outlined in the amended Exhibit A and Section 4, MAXIMUM CONTRACT LIABILITY; and

**WHEREAS**, DLH Architecture, LLC and the Douglas County Sheriff's Office now desires to utilize the first one-year option to extend the Agreement for the period of November 1, 2024 through October 31, 2025; and

**WHEREAS**, the County and the Contractor now desires to revise Section 2, SCOPE OF SERVICES, as outlined in the amended Exhibit A; and

**WHEREAS**, the County and the Contractor now desires to revise Section 3, COMPENSATION, as outlined in the amended Exhibit B; and

**WHEREAS**, the County and the Contractor now desires to revise Section 4, **MAXIMUM CONTRACT LIABILITY**; 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 Exhibit A*, attached hereto and incorporated herein, all remaining terms and conditions in *Exhibit A* shall remain in full force and effect.
2. Section 3, **COMPENSATION**: Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in the *amended Exhibit B*, attached hereto, and incorporated herein, during the term hereof, in accordance with the terms set forth herein.
3. 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 ***THREE HUNDRED FIFTY THOUSAND SIX HUNDRED EIGHTY Dollars (\$350,680)***. In no event shall the County be liable for payment under this Agreement for any amount in excess as outlined in *the amended Exhibit B*.
4. Section 5, **TERM** of the Agreement is now modified as follows: It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on ***November 1, 2024*** and terminate at 12:00 a.m. ***October 31, 2025***.
5. All remaining terms and conditions of the Agreement shall remain in full force and effect.

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**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.
- *Subconsultant will re-layout the driveway, re-grade areas and remove retaining walls associated with house C.*
- *Subconsultant will relocate and re-engineer an onsite wastewater treatment system and leach field.*
- *Subconsultant will relocate sanitary design flow from homes and office.*
- *Subconsultant will re-grade areas and remove retaining walls associated with the relocated leach field.*
- *Subconsultant will provide mechanical, plumbing, and electrical work to support permitting and bidding of the two new homes.*
- *Subconsultant will design a 1-phase power due to 3-phase power tap fee being \$250,000.*
- *Subconsultant will redesign foundations and provide framing plans for roof and floor of the new homes.*
- *Architectural redesign of the site and design of two new homes.*

**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 will be completed as soon as possible.*

**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 *\$350,680* 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.