

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LCM ARCHITECTS, LLC**, an Illinois limited liability company, whose address is 819 South Wabash Avenue, Chicago, Illinois 60605 (the “Consultant”), jointly “the parties”.

WHEREAS, The City and the Contractor entered into an Agreement executed on September 28, 2021, to provide the services described in **Exhibit A** (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement, titled “**TERM**”, is amended by deleting and replacing it with the following:

“3. **TERM**: The Term of this Agreement (“Term”) shall commence on January 1, 2022, and expire, unless sooner terminated, on July 1, 2026. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

2. Section 4.a. of the Agreement, titled “**Budget and Hourly Rates**”, is amended by deleting and replacing it with the following:

“4.a. **Budget and Hourly Rates**: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement amounts not to exceed the annual amount set forth in the budget contained in **Exhibits A** and **A-1**. Services provided as directed by the City shall be provided at hourly rates not to exceed the hourly rates set forth in **Exhibit B**. Rates set forth in **Exhibit B** will remain in effect until December 31, 2024. Hourly rates for 2025, as set forth in **Exhibit B-1**, attached, will take effect on January 1, 2025.”

3. Section 10 of the Agreement, titled “**DEFENSE AND INDEMNIFICATION**”, is amended by deleting and replacing it with the following:

“10. **DEFENSE AND INDEMNIFICATION**:

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.”

4. Effective upon execution Section 19 titled “**NO EMPLOYMENT OF A**

WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT” is deleted and replaced with the following:

“19. “RESCINDED.”

5. The following is added as Paragraph 35:

“35. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

6. Effective upon execution, all references to “**Exhibit A**” in the existing Agreement shall be amended to read “**Exhibit A and A-1**” as applicable. The Scope of Work marked as **Exhibit A-1** is attached hereto and incorporated herein by this reference.

7. Effective January 1, 2025, the 2025 Hourly Rates marked as “**Exhibit B-1**” will replace the attachment “**Exhibit B**”.

8. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

9. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

Exhibit List

Exhibit A-1-Scope of Work

Exhibit B-1 2025 Hourly Rates

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: HRCRS-202473791-01; HRCRS-202158657-01
Contractor Name: LCM ARCHITECTS LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202473791-01; HRCRS-202158657-01
LCM ARCHITECTS LLC

By: 
428A747F338F485...

Name: Doug Anderson
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

LCM ARCHITECTS, LLC

INDEPENDENT LICENSED ARCHITECT (ILA)

OVERVIEW

Vendor Information	
Organization Name:	LCM Architects, LLC
Contact Person:	Douglas Anderson
Physical Address:	819 South Wabash Avenue, Chicago, Illinois 60605
Phone:	312-914-1717
Email:	Danderson@lcmarchitects.com

Contract Term:

1/1/2022 – 7/1/2026

Current Request Amount: \$0

Previous Total Amount: \$750,000

New Total if Executed: \$750,000

Project/Program/Work Narrative: (Two to three paragraphs of what agreement is for) Contractor will serve as the City’s designated Independent Licensed Architect (ILA) as identified in the Project Civic Access Settlement Agreement and Supplemental Settlement Agreement with the U.S. Department of Justice. As the ILA, the contractor will complete inspections, submit written reports, certifications, and findings, to include photographs, measurements, and architectural plans, as directed by the City. The ILA will report directly to the Division of Disability Rights and assist with coordination of services with other agencies upon the direction of the Division of Disability Rights.

Payment Schedule:

Contractor will submit a monthly invoice no later than the 15th day of the following month.

Location of Services

Physical Address: All City and County of Denver facilities

Neighborhood(s) Served (See map:

<https://www.denvergov.org/maps/map/neighborhoods>):

Council District Served (See map:

<https://www.denvergov.org/maps/map/councildistricts>):

OR

Check if Citywide

Program Description: (Narrative mission, vision, history, description of what the funds aim to achieve)

Contractor shall conduct field investigations of parks, recreational facilities, general office buildings, and associated vehicular or pedestrian areas, and prepare detailed reports of the Contractor's findings. The City will utilize these reports to prioritize and plan for future work to improve ADA access at each site. The goals are to identify barriers to accessibility of the programs and services provided within City and County of Denver parks and facilities and develop a prioritized program for future remediation efforts. Contractor will provide required reporting in tandem with barrier modifications for the City and County of Denver. Upon request, Contractor will also review and provide input related to current programs and services (i.e. recreation, voting, libraries).

Program Services: (Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule)

Program Goals/Outcomes: (Please detail your evaluation plan)

The Contractor shall provide services pertaining to the City's overall compliance with the Americans with Disabilities Act (ADA) and perform the following services:

1. Submit a monthly invoice no later than the 15th day of the following month.
2. Serve as the Independent Licensed Architect (ILA) to complete inspections, submit written reports, certifications, and findings, to include photographs, measurements, and architectural plans, as directed by the City.
3. Be knowledgeable about the architectural accessibility requirements of the ADA.
4. Be available to respond to questions originating from the U.S. Department of Justice. Contractor may be asked to respond directly to the U.S. Department of Justice. Contractor will notify Director of the Denver Division of Disability Rights (DDDR) when such instances occur to ensure adequate funding remains available for the allotted time.
5. Conduct partial facility surveys, inspections of alterations, additions or modifications related to barrier-removal projects at individual facilities.
6. Provide required reporting as directed by the City and County of Denver to federal agencies upon request.
7. Certify alterations, additions, or modifications as the City and County of Denver's designated ILA.
8. Review and make recommendations for barrier removal findings with evidence of alternate options to the U.S. Department of Justice on behalf of the City and County of Denver.
9. Conduct prioritization, scheduling, and tracking efforts with input from DDDR and designated personnel and entities.
10. Provide trainings related to ADA standards as requested to designated personnel.
11. Become familiarized with all City owned locations and barriers previously identified in Phase I and Phase II data collection. During this process, work with DDDR to identify and provide updated or missing survey information (if any) for facilities or areas that should be included or removed from final data and reports submitted to federal agencies.
12. Avail itself as needed upon request to ensure the City has a concise and thorough Self-Evaluation and Transition Plan. This Transition Plan shall be the plan of record acknowledging barriers to people with disabilities as well as provide a scheduled plan to eliminate the barriers.
13. Assist DDDR staff with the program accessibility analysis and identifying potential areas of cost savings that align with compliance with the 2010 ADA standards.
14. Avail itself as needed upon request to provide evaluation to address structural and programmatic barrier removal for all identified City entities as they relate to compliance with the ADA.
15. Avail itself as needed upon request to coordinate services with the DDDR and other designated agencies such as: Arts & Venues, General Services, Libraries,

Safety (includes Fire, Sheriff & Police), and Parks & Recreation for the development, implementation, completion, and verification of the Transition Plan.
16. Other duties as assigned

Budget/Budget Narrative:

Program Budget/Budget Narrative: (Please use the table below or copy and paste your budget into this section.)

Total Contract Amount: \$750,000

For 2025 and 2026 services – no more than remaining amount in contract

Contract Requirements – General (Depends on your program requirements, please list expectations.)

EXPECTED DELIVERABLES

1. Submit a monthly invoice no later than the 15th day of the following month.
2. Produce a narrative to accompany the monthly invoice that provides a brief explanation of work performed as a supplement to the invoice spreadsheet, upcoming deadlines, and any areas needing clarification or assistance from DDDR.
3. Contractor shall make recommendations regarding schedules, timeframes, procedural matters, and interpretation of ADA specification in the field with various departmental project managers.
4. Contractor shall provide ILA reports to the City as directed. As directed by the City, full reports will include, but may not be limited to photographs showing measurements, architectural plans, certifications and findings from the designated ILA. Smaller data reports will also be provided as requested and may vary depending upon need. All reports shall contain the information, and be in the format, designated by the City.
5. Provide ongoing guidance and information as it pertains to previously developed documents provided to the City related to barrier removal. Frequency may vary depending on the issue.
6. Participate, as requested by DDDR staff, in the collaboration of various stakeholders such as, but not limited to: City Attorney's Office, DDDR, Arts & Venues, General Services, Libraries, Safety (includes Fire, Sheriff & Police), and Parks & Recreation to realize outcomes.
7. Provide monitoring and tracking tools through Microsoft Excel Online, Word, etc. that do not require additional licensing fees. These tools will allow City staff to manage current accessibility issues, update the deficiency status of all projects, and generate reports identifying the progress for completing items identified in the ADA Compliance Transition Plan.

8. Produce an executive summary which includes an overview of the process and standards used in the data collection, the analysis effort, a summary of findings and recommendations, as well as an assessment of the risk, and therefore potential liability of policies, procedures, programs, and services which are not compliant with the ADA.
9. Upon request, will provide analyses of programs offered by the City and County of Denver prioritizing the facilities based on the existing level of accessibility of each facility and the ease/cost of alterations required for compliance.
10. Upon request, will work with DDDR staff and other designated City staff to develop and implement its Transition Plan, the plan shall identify potential physical and programmatic barriers, which may limit access to City programs and services.
11. Upon request, will update the City's Transition Plan consisting of proposed updates to programs, services, and activities, provided by the City and County of Denver.

COMPLIANCE MANAGEMENT

1. Collect, manage, and report on the data barrier modifications.
2. Will work with DDDR staff to ensure data management system is accurate and current.
3. All reports and databases will be the sole property of the City and County of Denver.

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.

Exhibit B-1

CITY AND COUNTY OF DENVER / LCM ARCHITECTS

2025 Hourly Rates

Title	Rate Per Hour
Partner In Charge	\$270
Sr Project Consultant (Senior Project Manager, LCM)	\$232
Field Technician 1 (Surveyor, Marx Okubo)	\$215
Field Technician 2 (Surveyor, Marx Okubo)	\$193
Independent Licensed Architect (Accessibility Specialist III, LCM)	\$190
Field Inspector (Accessibility Specialist II, LCM)	\$190
Additional Labor (Accessibility Specialist II, LCM)	\$170
Additional Labor (Accessibility Specialist I, LCM)	\$110
Additional Labor (Administrative Support, LCM)	\$143