

SECOND AMENDATORY AGREEMENT

This **SECOND 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, registered to conduct business in Colorado, whose address is 819 South Wabash Avenue, Chicago, Illinois 60605-2153 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated September 28, 2021, and an Amendatory Agreement dated August 22, 2024, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term and update scope of work exhibit.

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 entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Term of this Agreement (“Term”) shall commence on **January 1, 2022**, and expire, unless sooner terminated, on **December 31, 2026**. Subject to the Director’s prior written authorization, the Consultant 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. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-2, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-1** are changed to **Exhibit A-2**.

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Second Amendatory Agreement will not be 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-2 – Scope of Work.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]**

Contract Control Number: HRCRS-202684127-02; HRCRS-202158657-02
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:**

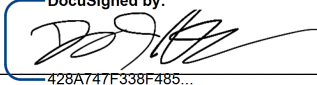
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

HRCRS-202684127-02; HRCRS-202158657-02
LCM ARCHITECTS, LLC

By: 
428A747F338F485...

Name: Doug Anderson
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2, Scope of Work**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 – 12/31/2026**Current Request Amount:** \$0**Previous Total Amount:** \$750,000**New Total if Executed:** \$750,000**Project/Program/Work Narrative:**

Contractor previously supported the City's Project Civic Access Settlement Agreement under Phase One, which included identification and remediation of ADA barriers across City facilities. Phase One work is now complete, and remaining barriers have transitioned into Phase Two efforts and ongoing compliance planning.

This amendment is limited in scope to Phase Two closeout activities and development of the City's ADA Transition Plan.

Contractor will continue to serve as the City's designated Independent Licensed Architect (ILA) as needed to support Phase Two validation, reporting, and compliance activities. As part of Phase Two, the City is addressing approximately 14,294 remaining ADA barriers.

Contractor will support the Division of Disability Rights (DDDR) in agency coordination, validation of completed work, and preparation for final DOJ reporting, as well as development of a comprehensive ADA Transition Plan to address remaining barriers beyond the settlement.

Exhibit A-2, Scope of Work

Payment Schedule:

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

Location of Services

All City and County of Denver facilities

Program Description:

Contractor shall support the City and County of Denver in completing Phase Two ADA settlement requirements and developing the City's ADA Transition Plan.

Services under this amendment are focused on:

- Supporting agency coordination to complete remaining Phase Two barriers
- Validating completed barrier remediation work
- Assisting with documentation and reporting required for DOJ compliance
- Developing a comprehensive Transition Plan for remaining barriers

The Transition Plan will incorporate barriers not fully addressed through settlement activities, and will establish a long-term strategy including prioritization, cost considerations, and implementation timelines for barrier removal.

Program Services

The Contractor shall provide the following services:

Phase Two – Closeout Support

- Support completion and closeout of Phase Two ADA barrier remediation efforts.
- Coordinate with City agencies to facilitate completion of remaining barrier removal work.
- Conduct inspections and validation of completed ADA improvements, as needed.
- Assist DDDR in tracking, prioritization, and status reporting of Phase Two barriers.
- Support preparation of documentation required for final DOJ reporting and compliance verification.
- Identify and document any remaining or unresolved barriers identified during Phase Two efforts.

Transition Plan Development

- Support development of the City's ADA Transition Plan.
- Compile and validate a consolidated inventory of remaining barriers.
- Assist in prioritization of barriers based on accessibility impact, risk, and cost considerations.
- Provide updated assessments of barriers to reflect current conditions and scopes.
- Support development of implementation schedules and sequencing strategies.

Exhibit A-2, Scope of Work

- Assist in development of cost validation inputs for future planning.
- Coordinate with DDDR and City agencies to support development and refinement of the Transition Plan.

Limited ILA Support (as needed)

- Provide ILA certifications, reviews, or technical input only as needed to support Phase Two closeout and DOJ compliance.
- Respond to ADA-related technical questions in support of Phase Two completion and Transition Plan development.

General Support

- Participate in coordination meetings with DDDR and City agencies.
- Provide technical guidance related to ADA compliance as it pertains to Phase Two and Transition Plan efforts.
- Other duties as assigned related to Phase Two and Transition Plan work.

Program Goals/Outcomes:

- Achieve completion of Phase Two ADA barrier remediation in alignment with DOJ requirements
- Provide accurate documentation supporting final DOJ reporting
- Ensure completed work is validated and compliant with ADA standards
- Deliver a comprehensive ADA Transition Plan that:
 - Identifies remaining barriers
 - Establishes prioritization and timelines
 - Supports long-term ADA compliance
- Ensure a clear transition from settlement work to ongoing compliance planning

Deliverables:

- Monthly invoices and narrative summaries of work performed.
- Validation reports supporting Phase Two barrier completion.
- Documentation and support materials for DOJ reporting.
- Limited ILA certifications and technical reviews, as required.
- Transition Plan deliverables, including:
 - Consolidated barrier inventory
 - Prioritization framework
 - Implementation timelines
 - Cost considerations
- Executive summaries outlining Phase Two completion status and Transition Plan recommendations.
- Participation in coordination meetings with DDDR and City agencies.

Exhibit A-2, Scope of Work

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 – 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.