

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT (“**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER** (the "**City**"), a municipal corporation of the State of Colorado, and **THE ABO CO-OP, LLC** (the "**Consultant**"), a Colorado company, whose address is 12600 W. Colfax Ave, Ste C105, Lakewood, CO 80215, US.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated July 14, 2023 and an Amendatory Agreement dated August 1, 2025 (the “**Agreement**”) to secure professional services and related services to support the Department’s Project Delivery Administration on an “as needed” basis; and

WHEREAS, the Parties now wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

1. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Rates**, attached and incorporated by reference herein. All references in the Original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

2. Section 2.07 (j) of the Agreement, entitled “Schematic Design or Planning Phase”, Subsection (1), is amended to read as follows:

“(j) Schematic Design or Planning Phase:

(1) The Consultant shall begin work on the Schematic Design or Planning Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager.”

3. Section 2.07 (k) of the Agreement, entitled “Design Development Phase”, Subsection (1), is amended to read as follows:

“(k) Design Development Phase:

(1) The Consultant shall begin with work on the Design Development Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager.”

4. Section 2.07 (I) of the Agreement, entitled “Construction Documents Phase”, Subsection (1), is amended to read as follows:

“(I) Construction Documents Phase:

(1) The Consultant shall begin with work on the Construction Documents Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager. The City’s review of the Design Development Documents, or the City’s failure to object to any element thereof, shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions therein.”

5. Section 3 of the Agreement, entitled “**COMPENSATION, PAYMENT, AND FUNDING**”, Subsection 3.05 (a) entitled “**Maximum Contract Amount; Funding**”, is amended to read as follows:

“**3.05 Maximum Contract Amount; Funding.**

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed, which includes all categories selected under this Agreement, shall not exceed **FIVE MILLION SEVEN HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED EIGHT DOLLARS AND TWENTY-FIVE CENTS (\$5,721,608.25)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

6. Section 4 of the Agreement, entitled “**TERM AND TERMINATION**”, Subsection 4.01 entitled “**Term**”, is amended to read as follows:

“**4.01 Term.** The term of this Agreement shall commence on July 14, 2023 and expire, unless sooner terminated on July 13, 2028 (“**Term**”). The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director.”

7. A new Subsection 6.30 entitled “**Value Engineering**”, is hereby being added to the Agreement to read as follows:

“6.30 Value Engineering. Prior to the completion of the Bidding Phase, the Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the project back into budget if there is a budget shortfall.”

8. A new Subsection 6.31 entitled **“Compliance with Denver Wage laws”**, is hereby being added to the Agreement to read as follows:

“6.31 Compliance with Denver Wage Laws. To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, 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.”

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

10. 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: DOTI-202582218-02 [202368018-02]
Contractor Name: the abo co-op, 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:

DOTI-202582218-02 [202368018-02]
the abo co-op, LLC

By: Signed by:
Ronald K. Abo
582C74777D4E42E..._____

Name: Ronald K. Abo
(please print)

Title: Member and Principal Architec
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

Rates

PRIME TEAM MEMBERS

Prime: the abo co-op, LLC

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

| Title/Classification | Responsibilities | Rate/Hr. |
|-------------------------------|--|----------|
| Executive Principal | Contracts, Resource Allocation, Programming, Conceptual Design | 255 |
| Associate Principal | Contracts, Resource Allocation, Design, Project Mgmt., QA | 225 |
| Sr. Architect / Sr. PM | Project Management, Architectural Design, QA, Sub-consultant Mgmt. | 210 |
| Project Architect II, PM | Project Management, Project Design, Quality Control, Discipline Coordination | 175 |
| Project Architect I | Project Management, Project Design, Quality Control, Discipline Coordination | 155 |
| Sr. Project Coordinator | Document Production & Coordination, Consultant Coordination, Construction Administration | 132 |
| Sr. Project Designer | Project Design, Document Production, PM, CA | 128 |
| Project Coordinator II | Document Production, Document Coordination, CA | 115 |
| Project Designer II | Design, Document Production | 110 |
| Project Coordinator I | Document Production, Document Coordination, CA | 105 |
| Project Designer I | Design, Document Production | 100 |
| Senior Accountant | Accounting Mgmt., Project Controls, Contract Administration | 165 |
| Accountant | Accounting, Invoice Preparation, Contract Administration Support | 140 |
| Administrative Asst. | Accounting Support, Marketing & Clerical Support | 100 |
| Marketing & Contracts Manager | Proposal & Contracts, Management, Public Relations | 165 |
| Marketing Coordinator | Proposal Prep., Marketing Material Preparation | 110 |
| | | |

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Prime: the abo co-op, LLC

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|--------------------------------|----------------------|
| 8.5 x 11 (b&w)..... | \$0.10 / each |
| 8.5 x 11 (color)..... | \$0.35 / each |
| 11 x 17 (b&w)..... | \$0.20 / each |
| 11 x 17 (color)..... | \$0.50 / each |
| 12 x 18 (b&w)..... | \$0.25 / each |
| 12 x 18 (color)..... | \$0.60 / each |
| 24 x 36 (b&w)..... | \$1.25 / each |
| 24 x 36 (color)..... | \$4.00 / each |

REIMBURSABLE EXPENSES

Sub: Integral Engineering Co.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|----------------------|----------------------|
| Copies (8 1/2 x 11") | \$ <u>N/A</u> / each |
| Copies (8 1/2 x 14") | \$ <u>N/A</u> / each |
| Red-line copies | \$ <u>N/A</u> / S.F. |
| Reproducibles | \$ <u>N/A</u> / page |

SUB TEAM MEMBERS

Sub: Martin/Martin, Inc.

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

| Title/Classification | Responsibilities | Rate/Hr. |
|-------------------------------------|---|----------|
| Principal | The principal will be actively involved in early project meetings and will provide high-level quality assurance and quality control, as well as internal design reviews throughout the project. They will oversee staffing requirements and support the team in making critical and time-sensitive decisions. | \$285.00 |
| Associate | Responsible for managing project schedules, coordinating deliverables, and addressing design needs related to the structural components of the project. Primary point of contact for the design team and will oversee day-to-day operations and communications. | \$245.00 |
| Senior Project Manager | Project management. | \$230.00 |
| Senior Building Envelope Specialist | Building envelope investigation/design/construction. | \$230.00 |
| Senior Project Engineer | Structural engineering investigation, design, consultation, and detailing for construction documents. | \$215.00 |
| Project Engineer | Structural engineering investigation, design, preparation of construction documents, and construction administration services. | \$185.00 |
| Project Manager | Project management. | \$185.00 |
| Building Envelope Specialist | Building envelope investigation/design/preparation of construction documents. | \$185.00 |
| Professional Engineer | Structural engineering investigation, design, preparation of construction documents, and construction administration services. | \$165.00 |
| Building Envelope Consultant | Building envelope design. | \$165.00 |
| Engineer EIT II | Structural engineering investigation, design, and construction administration support. | \$145.00 |
| Engineer EIT I | Structural engineering investigation, design, and construction administration support. | \$135.00 |
| Engineering Intern | Structural engineering design assistance. | \$120.00 |
| Senior Designer | Design calculations, coordination of work in and out of house, design and review of construction documents, and quality control. | \$180.00 |

| | | |
|----------------------------------|---|----------|
| Designer | Completion of design calculations, coordination of work both in and out of house, and design of construction documents. | \$160.00 |
| Technician III | Computer-aided drafting and modeling. | \$135.00 |
| Technician II | Computer-aided drafting and modeling. | \$125.00 |
| Technician I | Computer-aided drafting and modeling. | \$115.00 |
| Senior Construction Services Rep | On-site construction observation and management. | \$190.00 |
| Survey Manager | Survey management. | \$250.00 |
| Professional Land Surveyor | Determine boundaries based on field evidence and other evidence, write legal descriptions, and preparation of survey documents. | \$170.00 |
| Survey Crew (two-man) | Collect design survey data in field. Collect evidence of boundary monumentation and ownership, and layout of design for construction. | \$270.00 |
| Survey Crew (one-man) | Collect design survey data in field. Collect evidence of boundary monumentation and ownership, and layout of design for construction. | \$185.00 |
| Survey Technician II | Process field survey data, prepare final drawing for design, boundary, and ALTA surveys including plotting of legal descriptions. | \$130.00 |
| Survey Technician I | Process field survey data, prepare final drawing for design, boundary, and ALTA surveys including plotting of legal descriptions. | \$120.00 |
| Project Coordinator | Administrative project management/coordination. | \$105.00 |
| Administrative Assistant | Clerical duties, administrative requests, organize meetings, taking minutes, and assistance in substantiation documentation. | \$100.00 |
| Intern | Assisting with administrative tasks. | \$90.00 |

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Martin/Martin, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|----------------------|-------------------------|
| Copies (8 1/2 x 11") | \$ <u> 0.04 </u> / each |
| Copies (8 1/2 x 14") | \$ <u> N/A </u> / each |
| Red-line copies | \$ <u> N/A </u> / S.F. |
| Reproducibles | \$ <u> N/A </u> / page |

TRAVEL AND TRANSPORTATION EXPENSES

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin.
2. Seventy cents (\$0.70) per mile for use of vehicles.

OUTSIDE SERVICES

Invoice cost of services and expenses charged to Martin/Martin by outside consultants, professional, or technical firms engaged in connection with the order/project at a multiple of 1.1 times cost to Martin/Martin.

PLOTTING/PRINTING COSTS

- Photo copies at \$0.04/sheet
- Color photo copies \$0.25/sheet
- Bond Sheets \$0.10/SF
- Mylars at \$3.40/SF
- Color plots \$6.00/SF

MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Martin/Martin from outside sources, at a multiple of 1.1 times cost to Martin/Martin. All out of pocket expenses not included above will be included in this category

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REIMBURSABLE EXPENSES

Sub: The RMH Group, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|----------------------|--------------------|
| Copies (8 1/2 x 11") | \$ 0.25 / each |
| Copies (8 1/2 x 14") | \$ 0.30 / each |
| Red-line copies | \$ 0.45 / S.F. |
| Reproducibles | \$ cost+10% / page |

SUB TEAM MEMBERS

Sub: THK Associates, Inc.

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------------|---|----------|
| Senior Principal | Overseeing of all firm work. Client coordination. QA/QC | \$200.00 |
| Design Manager | Design direction, quality, and final product. Client coordination. QA/QC | \$200.00 |
| Principal I | Project Management. Final design, specifications and quantities. Client coordination. QA/QC | \$150.00 |
| Senior Planner | Project Management. Planning direction and layout. Code review and compliance. Client coordination. QA/QC | \$150.00 |
| Senior Landscape Architect | Project Management. Design, specifications and quantities. Client coordination. QA/QC | \$150.00 |
| Landscape Architect I | Project Management. Design, specifications and quantities. Client coordination. QA/QC | \$145.00 |
| Landscape Architect II | Project Management. Design, specifications and quantities. Client coordination. QA/QC | \$135.00 |
| Landscape Designer | Design, detailing, submittals, drafting, visualization. Client coordination. QA/QC | \$125.00 |
| Graphic Designer | Graphic design, visualization | \$100.00 |
| Accounting | Accounting and contracting | \$100.00 |
| Clerical/Admin | Administrative support | \$80.00 |
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Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: THK Associates, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|----------------------|-----------------------|
| Copies (8 1/2 x 11") | \$ <u>0.10</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0.25</u> / each |
| Red-line copies | \$ <u>1.25</u> / S.F. |
| Reproducibles | \$ <u>1.25</u> / page |

SUB TEAM MEMBERS

Sub: Mead & Hunt, Inc.

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

| Title/Classification | Responsibilities | Rate/Hr. |
|--|--|-----------------|
| Sr. Client Manager / PM | Contract execution, client relations, QA/QC, invoice oversight | \$ 280.00 |
| Commissioning (Cx) Team Leader | Team/resource allocation, QA/QC implementation, technical oversight | \$ 225.00 |
| Sr. Cx Provider | Commissioning services/QA/QC | \$ 210.00 |
| Cx Provider IV/PM | Commissioning services | \$ 180.00 |
| Cx Provider III/PM | Commissioning services | \$ 165.00 |
| Cx Provider II | Commissioning services | \$ 145.00 |
| Cx Provider I | Commissioning services | \$ 123.00 |
| Building Performance Team Leader/ PM | Team/resource allocation, QA/QC implementation, technical oversight | \$ 220.00 |
| Sr. Building Performance Engineer (BPE)/PM | Energy modeling/ QA/QC | \$ 200.00 |
| BPE III/PM | Energy modeling | \$ 160.00 |
| BPE II | Energy modeling | \$ 143.00 |
| BPE I | Energy modeling, daylight modeling | \$ 118.00 |
| Sustainability Team Leader / PM | Team/resource allocation, QA/QC implementation, technical oversight | \$ 225.00 |
| Sr. Sustainability Consultant (SC) / PM | Sustainability consulting, green building rating system facilitation | \$ 180.00 |
| SC III | Sustainability consulting, green building rating system facilitation | \$ 150.00 |
| SC II | Sustainability consulting, green building rating system facilitation | \$ 140.00 |
| Embodied Carbon Specialist | Whole building life cycle assessment | \$ 202.00 |
| Project Assistant | Project set up, team support | \$ 111.00 |
| Admin Assistant | Invoicing support, team support | \$ 95.00 |

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REIMBURSABLE EXPENSES

Sub: Mead & Hunt, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|----------------------|---------------------|
| Copies (8 1/2 x 11") | \$ <u>NA</u> / each |
| Copies (8 1/2 x 14") | \$ <u>NA</u> / each |
| Red-line copies | \$ <u>NA</u> / S.F. |
| Reproducibles | \$ <u>NA</u> / page |

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REIMBURSABLE EXPENSES

Sub: Rider Levett Bucknall

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

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|----------------------|----------------------|
| Copies (8 1/2 x 11") | \$ <u>N/A</u> / each |
| Copies (8 1/2 x 14") | \$ <u>N/A</u> / each |
| Red-line copies | \$ <u>N/A</u> / S.F. |
| Reproducibles | \$ <u>N/A</u> / page |

REIMBURSABLE EXPENSES

Sub: RoofTech Consultants, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|----------------------|---------------------------|
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| Copies (8 1/2 x 14") | \$ <u>N/A 0.00</u> / each |
| Red-line copies | \$ <u>N/A 0.00</u> / S.F. |
| Reproducibles | \$ <u>N/A 0.00</u> / page |