

## 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 **OHLSON LAVOIE CORPORATION** (the "**Consultant**"), a Colorado corporation, whose address is 2000 Lawrence St, Denver, CO 80205, US.

### RECITALS:

**WHEREAS**, the Parties entered into an Agreement dated July 14, 2023 and an Amendatory Agreement dated October 5, 2023 (the “**Agreement**”) to provide architectural and engineering services; 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 THREE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND NINE CENTS (\$5,395,352.09)**. 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 6.29 entitled “**Value Engineering**”, is hereby being added to the Agreement to read as follows:

“**6.29 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 6.30 entitled “**Compliance with Denver Wage laws**”, is hereby being added to the Agreement to read as follows:

**“6.30 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-202582213-02 [202368013-02]  
**Contractor Name:** OHLSON LAVOIE CORPORATION

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-202582213-02 [202368013-02]  
OHLSON LAVOIE CORPORATION

By: <sup>Signed by:</sup> Dan Potter  
A3B05BE99A354F3...

Name: Dan Potter  
(please print)

Title: Architect  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Exhibit B-1**

### **Rates**



## REIMBURSABLE EXPENSES

Prime: Ohlson Lavoie Corporation

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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>1.25</u> / each
Copies (8 1/2 x 14")	\$ <u>1.25</u> / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

**SUB TEAM MEMBERS**

Sub: MUNDUS BISHOP DESIGN, 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	Oversight, QA QC, Project Lead	\$ 220.00
Project Manager	Project Management, Project Lead	\$ 172.00
Senior Landscape Architect	Design Lead, Project Lead	\$ 157.00
Senior Planner	Planning Lead, Project Lead	\$ 172.00
Landscape Architect	Planning and Design, GIS, CAD, Graphics, Specifications	\$ 116.00
Landscape Designer	Production, Renderings, CAD, GIS	\$ 102.00
Administrative	Invoicing, Office Administration	\$ 141.00
Clerical	Office and Project Administration	\$ 95.00

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: MUNDUS BISHOP DESIGN, 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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page
GPS Rental	\$ 550.00 / week



## REIMBURSABLE EXPENSES

Sub: Elevation Consulting Group, Ltd.

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>0.25</u> / each
Copies (8 1/2 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>3.00</u> / S.F.
Reproducibles	\$ <u>18.00</u> / page

## SUB TEAM MEMBERS

Sub: Goodbee & 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.
President	Directs all aspects of the firm's operations	\$230
Principal	Directs all aspects of the firm's operations	\$230
Landscape Architect (Principal)	Leads and reviews technical work	\$180
Landscape Architect III	Leads and reviews technical work	\$160
Landscape Architect II	Leads and reviews technical work	\$150
Landscape Architect I	Leads and reviews technical work	\$140
Project Manager IV	Leads and reviews technical work	\$170
Project Manager III	Leads and reviews technical work	\$160
Project Manager II	Leads and reviews technical work	\$150
Project Manager I	Leads and reviews technical work	\$140
Designer III	Completes technical work under direction of a PM/LA	\$120
Designer II	Completes technical work under direction of a PM/LA	\$110
Designer I	Completes technical work under direction of a PM/LA	\$100
SUE Technician III	Leads and completes field work	\$130
SUE Technician II	Completes field work under direction of manager	\$110
SUE Technician I	Completes field work under direction of manager	\$90
Intern I	Supports tasks under direction of manager	\$80
Administrator	Bookkeeping and general administration	\$110
Administrative Assistant	General administration	\$80

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**REIMBURSABLE EXPENSES**

Sub: Goodbee & 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>    </u> at cost / each
Copies (8 1/2 x 14")	\$ <u>    </u> at cost / each
Red-line copies	\$ <u>    </u> at cost / S.F.
Reproducibles	\$ <u>    </u> at cost / page

**SUB TEAM MEMBERS**

Sub: Integral Engineering Co.

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.
Managing Partner/Principal	Supervise design personnel, Project Management	245.63
Senior Engineer/Engineer VIII	Project Management, QA/QC, Engineering	224.17
Engineer II	Design, Calculations, Drawing Preview	151.88
Drafting Supervisor	Lead BIM, model and drawing control, drafting	151.70
Project Accountant	Bookkeeping, invoicing, Controller	128.78
Administrative Assistant	Document Control, general assistance	117.23

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.

**SUB TEAM MEMBERS**

Sub: SynEnergy 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.
Engineer 1	Performs standard engineering work	\$105.72
Engineer 2	Performs standard engineering work	\$122.92
Engineer 3	Performs standard engineering work	\$134.39
Engineer 4	Provides work on specific objectives on engineering projects	\$152.64
Engineer 5	Provides work on specific objectives on engineering projects	\$171.53
Engineer 6	Manages activities of assigned projects	\$178.55
Engineer 7	Supervises, coordinates, reviews all work from lower levels	\$196.39
Engineer 8	Supervises, coordinates, reviews all work from lower levels	\$220.33
Director of Finance	Legal & Financial support tasks	\$226.70
Department Head	Provides overall support for entire team and project	\$252.69
Admin	Administrative duties and tasks	\$83.58

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: SynEnergy 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>
Copies (8 1/2 x 11")	\$ <u>2.85</u> / each
Copies (8 1/2 x 14")	\$ <u>3.85</u> / each
Red-line copies	\$ <u>5.50</u> / S.F.
Reproducibles	\$ <u>5.00</u> / page



## REIMBURSABLE EXPENSES

Sub: **The Ballard Group**

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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>0.70</u> / each
Copies (8 1/2 x 14")	\$ <u>0.90</u> / each
Red-line copies	\$ <u>0.90</u> / S.F.
Reproducibles	\$ <u>0.70</u> / page



**REIMBURSABLE EXPENSES**

Sub: Salas O'Brien – Acoustics & Technology (AV, Telecom, Electronic Safety & Security), Theater

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") – Black and White Only	\$ <u>0.20</u> / each
Copies (8 1/2 x 14") – Black and White Only	\$ <u>0.25</u> / each
Red-line/Color Copies	\$ <u>0.75</u> / S.F.
Reproducibles	\$ <u>N/A</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.

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
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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**SUB TEAM MEMBERS**

Sub:                     **Rider Levett Bucknall**

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 Vice President / Principal	Oversee the entire project, determines the appropriate resources needed & allocates project assignments	\$340
Associate Principal	Has expertise in project management and/or cost estimating functions	\$275
Senior Project Manager / Scheduler	Project overseer & determines the appropriate resources needed & allocates assignments	\$255
Associate	Makes recommendations on the most effective use of funds, provides optimal project/program scheduling options	\$235
Senior Cost Manager / Senior Quantity Surveyor	Provides supervision to Cost Estimators on all matters pertaining to the development of cost plans and estimates.	\$195
Cost Manager / Quantity Surveyor	Under close supervision, prepares cost plans in order to estimate, plan and control construction costs	\$185
Administrative Support	Performs various administrative functions including preparation of reports, maintains files, and produces correspondence	\$105

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