

## FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MULLER ENGINEERING COMPANY, INC**, a Colorado corporation whose address is 7245 W. Alaska Drive, Suite 300, Lakewood, Colorado 80226-3118 (the “Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into a Design Services Agreement dated May 20, 2021, an Amendatory Agreement dated August 22, 2022, a Second Amendatory Agreement dated November 17, 2022, and a Third Amendatory Agreement dated July 14, 2023 (the “Agreement”) to provide professional design services.

**B.** The Parties wish to amend the Agreement to extend the Term 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. Section 4 of the Agreement entitled “**SECTION 4 – TERM AND TERMINATION**”, Sub section 4.01 (a) entitled “**Term**” is amended to read as follows:

“**4.01 Term.** The Agreement will commence on May 20, 2021 and will expire on September 30, 2025, unless sooner terminated upon final completion of the Project.”

2. Section 5 of the Agreement entitled “**SECTION 5 - GENERAL PROVISIONS**”, Subsection 5.29 entitled “**Compliance with Denver Wage Laws**” is hereby being added to the Agreement to read as follows :

“**5.29 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.”

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

4. This Fourth 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 REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

**Contract Control Number:** DOTI-202475458-04 [202158427-04]  
**Contractor Name:** MULLER ENGINEERING COMPANY, INC.

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-202475458-04 [202158427-04]  
MULLER ENGINEERING COMPANY, INC.

By:  Signed by:  
*Matthew D. Andrews*  
GD2DE1D6EEF24G9...

Name: Matthew D. Andrews  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

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

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

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

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## **Project Background and Overview**

The goal of the project is to increase pedestrian safety of the corridor while also increasing transit efficiency. Constructing pedestrian safety improvements on West Colfax is in alignment Denver's Vision Zero goal of eliminating traffic deaths by 2030 West Colfax was identified by the Vision Zero Action Plan as a part of the Denver's High-Injury Network—corridors that have the highest percentage of fatal and injury crashes. West Colfax is also identified as a priority corridor in the Denver Moves Transit plan. Improving the street for pedestrians and transit users also supports the Mayor's Mobility Action Plan and Comprehensive Plan 2040, which aims to provide convenient and accessible mobility options that reduce the need for single-occupancy driving. Pedestrian improvements include medians, bulb-outs, signals, and marked crosswalks. Transit enhancements will include bulb-outs, bus by-pass lanes or queue jumps, and transit signal priority.

This Scope of Work outlines work to be completed by the Consultant to provide support during ~~advertisement~~ and construction as directed by DOTI for the West Colfax Avenue Pedestrian and Transit Improvement Project (DOTI-202158427-00). **Revisions to September 2022 scope of work and fee estimate are highlighted in red.** **Revisions to the April 2023 scope of work and fee estimate are highlighted in blue.**

### **Team**

Construction support from the consultant team is anticipated from the following firms:  
Muller Engineering Company (Muller) - Project Management, Construction support services related to civil/multimodal, traffic and storm drainage elements  
Dig Studio (MWBE) - Landscape Architecture, Irrigation, and Urban Design elements

### **Project Area**

The Project area is defined approximately as West Colfax Ave. between Sheridan Blvd. at the western limit and Irving St. at the eastern limit.

### **Contract Administration**

The contract for these services will be administered and managed by the City and County of Denver Department of Transportation and Infrastructure (DOTI).

The City and County of Denver Department of Transportation and Infrastructure will manage the contract. DOTI's overall project manager will be DOTI Project Manager Mukhtar Satar. This project will be overseen by representatives from Department of Transportation and Infrastructure (DOTI), Denver Parks and Recreation, and CDOT staff.

## **II. Consultant Responsibilities**

The scope of work is as follows:

- **Attend weekly check-in meetings with Denver and other coordination meetings with stakeholders (CDOT, DPR, etc.) while obtaining concurrence to advertise**
- **Coordinate with utility owners for final utility clearance and utility and storm sewer redesign to address comments for Denver Water approval**
- **Address three (3) rounds of post-AD comments from DOTI and CDOT and submit stamped plans and specifications**
- ~~Attend pre-bid meeting in support of Denver—assumes two (2) consultant attendees (PM from Muller and 1 discipline specialty)~~

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- ~~Attend pre-construction meeting in support of Denver – assumes two (2) consultant attendees (PM from Muller and 1 discipline specialty)~~
- Attend up to ten (10) construction progress meetings, site visits, or other agency/coordination meetings as requested by Denver – assumes up to two (2) consultant attendees per meeting. Dig attendance is assumed for 6 of the site visits (included in the 10 total)
- Review up to ten (10) contractor submittals/shop drawings not processed by DOTI Project Manager
- Respond to up to ten (10) Requests for Information (RFIs) during construction
- Revise plans for up to three (3) change orders during construction for minor changes due to unknown or changed conditions (does not include revisions required for major changes of design concepts) only as directed by DOTI

It is assumed that all support will be provided remotely via email/video conference and that meetings and site visits will be in person and two hours in length (including travel).

### **III. Work Duration**

The time for the work described in this scope is estimated to begin November/December 2022 and end ~~late summer 2024~~ September 30, 2025. Time extension does not require additional budget.

### **IV. Authorization to Proceed**

Work shall not commence until written Notice to Proceed is received by the Consultant and shall be completed in the time specified.

### **V. Progress Reports and Invoicing**

Muller will provide the City Project Manager with monthly progress reports and invoices.

### **VI. Status of Contract**

The Consultant shall monitor the fiscal status of the contract and advise the DOTI Project Manager of any potential for supplementing their contract or negotiating an additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant's services on the project until a supplement agreement can be affected.

### **VII. Project Standards**

All project approved documentation shall be in accordance with the 2022 Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, Supplemental Specifications, Standard and Project Special Provisions, applicable 2019 M&S Standards, Denver Public Works Transportation Standards and Details for the Engineering Division (April 2017), Public Right-of-Way Accessibility Guidelines (PROWAG), and the plans, permits and other documents governing the construction of the project.

Proposed work procedures shall be coordinated with and authorized by the DOTI Project Engineer prior to the start of the work.

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**VIII. Labor, Materials, Vehicles and Equipment**

The Consultant shall furnish all personnel and materials, required to perform the work. If site visits are required, Consultant personnel shall have appropriate vehicles (equipped with flashing beacon).

Personnel qualifications and staffing level shall be subject to the approval of the DOTI Project Manager. The Consultant shall assign the same personnel for the duration of the Construction Contract unless otherwise approved by the DOTI Project Manager.

The Consultant familiarize themselves with Denver and CDOT specifications, forms and documentation requirements as directed by the DOTI Project Manager. Personnel provided by the Consultant who do not meet all the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the DOTI Project Manager.

**IX. Documentation**

The Consultant shall provide all correspondence and to the DOTI Project Manager or his/her authorized representative for review and signature.

**Scope of Work**

It is anticipated that this project will consist of ~~four~~ tasks as follows.

- ~~1. Pre-Bid Support~~
2. Review of Submittals and Shop Drawings & Responding to RFIs.
3. Construction Change Order Modifications
4. Project Management and Meetings

**Task 1 – Pre-Bid Support**

~~The Consultant shall prepare pre-bid agenda and attend pre-bid meeting (assumes two consultant attendees).~~

~~Consultant shall respond to questions during the question period and prepare answers that DOTI will issue in the format of addendums. A total of 5 hours (Muller) is budgeted for responding to questions.~~

**Task 2 - Review of Submittals and Responding to RFIs**

~~If requested by the Project Manager, the Consultant shall provide one (1) Revision under Advertisement. A total of 20 hours (Muller) is budgeted for this revision.~~

Review contractor shop and auxiliary drawings as directed by the DOTI Project Manager.

- The review of submittals shall be done by a licensed professional engineer.
- Review Shop Drawings - Review the construction contractor’s shop drawings as directed by DOTI Project Manager for conformance and compliance with the contract documents.

Respond to Requests for Information - Provide technical assistance to DOTI project personnel on an as-needed basis. This service shall include responding to questions in the field (within 5 working days) that arise relative to

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the plans, details or special provisions. A total of 80 hours (60 Muller, 20 Dig) is budgeted for these reviews and responding to RFIs.

**Task 3 – Construction Change Order Modifications**

When requested by the Project Manager, the Consultant shall provide services for plan modifications required by unforeseen field conditions. These modifications are anticipated to be minor in nature. If substantial re-design is needed, Consultant and DOTI Project Manager will discuss anticipated level of effort and whether work can be covered by existing budget prior to starting the work. Up to 94 hours (80 Muller, 14 Dig) are allocated for this effort (30-32 hours in total per change order).

**Task 4 – Project Management and Meetings**

Project Management tasks include:

- Monthly invoicing
- Budget tracking
- Contract monitoring
- Regular communication with the DOTI Project Manager

Anticipated Meetings Include:

- ~~Pre-construction meeting in support of DOTI – assumes two (2) consultant attendees (PM from Muller and 1 discipline specialty) at an in-person location.~~
- Attend up to ten (10) construction progress meetings, site visits, or other agency/coordination meetings as requested by DOTI – assumes up to two (2) consultant attendees per meeting.
- Dig to attend site visits for tree tagging, quarry visit, punch walk, mainline review, and pressure test – assumes up to two (2) consultant attendees per visit.

**Items specifically excluded from the Scope of Work**

- Form 250 (to be provided by materials testing firm)
- Construction Traffic Control, Detour Plans, MHTs, etc.
- Rights of Entry
- ~~Coordination with utility owners and utility designs~~
- As-built plans

**III. Project Schedule**

The following schedule is anticipated for this project:

- ~~March 2023~~ ————— ~~Advertisement~~
- ~~Early Summer 2023~~ ————— ~~Begin Construction~~
- ~~Late 2024~~ ————— ~~Construction Complete~~
- August 2025 ————— Construction Complete





## DESCRIPTIONS (Continued from Page 1)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability and Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Project: West Colfax Pedestrian and Transit Improvement Project.

Additional Insureds: The City and county of Denver, its elected and appointed officials, employees and volunteers.