

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
BROADWAY & HIGHLANDS RANCH PARKWAY INTERSECTIONS IMPROVEMENTS
DOUGLAS COUNTY PROJECT NUMBER CI 2021 - 024
AMENDMENT NUMBER FOUR (4)
PURCHASE ORDER NUMBER: 41540
ACCOUNT NUMBER: 800434.473100**

THIS AMENDMENT is entered into as of this _____ day of _____, 2024, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the "County"), and **MULLER ENGINEERING COMPANY, INC.**, a Colorado corporation authorized to do business in Colorado (the "Consultant").

WHEREAS, the County and the Consultant entered into a certain Public Contract for Services dated **September 28, 2021** (the "Contract"); and

WHEREAS, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of **Five Hundred Seventy-Six Thousand Seven Hundred Eighty-Five Dollars and No Cents (\$576,785.00)**. The County and the Consultant agreed to Contract term extensions but no additional compensation with Amendment Number One (1) and Amendment Number Two (2). The County and the Consultant agreed to additional compensation for professional services in the amount of **Ninety-Six Thousand Dollars and No Cents (\$96,000.00)** as Amendment Number Three (3). Compensation for the additional work associated with this Amendment Number Four (4) shall be **Seven Hundred Thousand Nine Hundred Seventy-Five Dollars and No Cents (\$700,975.00)**; and

WHEREAS, the County and the Consultant desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant, by amending the Scope of Work and by adding additional payment terms and extending the Term; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

"Maximum Contract Expenditure. Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **One Million Three Hundred Seventy-Three Thousand Seven Hundred Sixty Dollars and No Cents (\$1,373,760.00)**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: \$ 700,975.00

PREVIOUSLY APPROVED PCS REVISIONS: \$ 96,000.00

TOTAL FOR ALL PCS REVISIONS (TO DATE, INCLUDING THIS AMENDMENT): \$ 796,975.00

TOTAL FOR ORIGINAL PCS: \$ 576,785.00

GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: \$ 1,373,760.00

ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
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2. Section 5 of the Contract is hereby amended to read:

“**Term.** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on September 28, 2021, and terminate at 12:00 a.m. on December 31, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County’s satisfaction with all products and services received during the preceding term.”

3. Exhibit A of the Contract is hereby amended by adding the additional work contained in the attached **Exhibit A-4**, incorporated herein by this reference.
4. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-4**, incorporated herein by this reference.
5. The remainder of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the County and Consultant have executed this Amendment as of the date first above written.

MULLER ENGINEERING COMPANY, INC.

BY: Matthew D. Andrews

ATTEST: (if a corporation)

Printed Name Matthew D. Andrews

Title: Vice President

Title: SR. PROJECT MANAGER

DATE: 10/15/2024

Signature of Notary Public Required:

STATE OF Colorado)

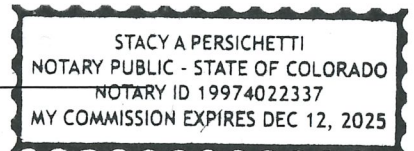
COUNTY OF Jefferson)

ss.

The foregoing instrument was acknowledged before me this 15th day of October, 2024, by Matthew D. Andrews.

Witness my hand and official seal

[Signature]
Notary Public



My commission expires: 12/12/2025

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

_____, CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

DEPARTMENT OF PUBLIC WORKS ENGINEERING

Deputy Clerk Date

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

Chris Pratt Date
Senior Assistant County Attorney

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Name of Contact at Consultant's Place of Business:

Steve Gabriszeski, P.E., Project Manager, MULLER ENGINEERING COMPANY, INC.

Email Address of Contact:

sgabriszeski@mullereng.com

Phone # of Contact:

(303) 301-1405

Address of Contact:

**7245 W. Alaska Dr. Suite 300
Lakewood CO, 80226**

Scope of Services for the Broadway and Highlands Ranch Parkway Intersection Improvement Project

Douglas County plans on performing extensive geometric improvements at the intersection of Broadway and Highlands Ranch Parkway. The purpose of the project is to improve the traffic flow and safety of the intersection.

The project will develop a revised preliminary design, final design and PS&E documents for improvements along both streets and through the intersection. Limits of work for Broadway extend from approximately twelve hundred feet (1,200') north of Highlands Ranch Parkway to 600 feet south of Highlands Ranch Parkway. Approximate limits of work for Highlands Ranch Parkway extend from Ridgeline Boulevard to 800 feet east of Broadway.

Introduction

Due to the extended project design schedule, this additional services request includes additional project meetings, additional project administration/management, and additional coordination time. Project schedule extension due to utility relocation, related right-of-way acquisition, and the application process for additional federal funding is described in detail in the following sections.

Task 1 - Project Administration/Management

The original design schedule assumed a 15-month duration, ending in mid-2023. The County's decision to acquire ROW for utilities as well as applying for additional federal funding has extended the schedule to approximately 57 months, with advertisement in late 2026. Additional project administration/management will be required during this time. This will also affect the number of invoice coordination and amount of general project management.

Task 2 - Project Meetings

The original design schedule has been extended to approximately 57 months as described above. During this time, it is anticipated that additional bi-weekly and monthly project coordination meetings will be required with the County as time progresses. Preparation for, attendance and follow-up for these meetings requires additional time for Muller and Goodbee.

Task 4-Right of Way

Encompass will prepare exhibits and legal descriptions for areas of right-of-way acquisition for up to 6 parcels along Broadway, and up to 6 parcels along Highlands Ranch Parkway. This additional services request includes additional coordination time required for the re-evaluation of right-of-way needs to accommodate the new joint utility trench. Also includes additional effort on CDOT right-of-way plans brought about by the County's desire to re-locate utilities outside of the roadway footprint and related coordination among Muller, Goodbee, and Encompass.

Also includes the addition of HDR to perform right-of-way acquisition services which were excluded in the original scope of work. The ROW services HDR will provide pursuant to this scope of work include: (i) obtaining and providing title commitments, (ii) assisting Muller and its professional land surveying (PLS) subconsultant in developing right of way plans and legal descriptions for the acquisition parcels needed, and obtaining CDOT approval of such ROW plans and legal descriptions, (iii) determining the just compensation for ROW parcels from each ownership, (iv) negotiating the ROW parcels from each ownership, and (v) closing on the sale of such parcels. Note that Muller's professional land surveying (PLS) subconsultant is responsible for preparing and stamping all required ROW plans and legal descriptions.

Task 5 - Subsurface Utility Engineering and Utility Plans

Additional services request includes the 15 additional utility test holes requested by the County above the 30 potholes originally scoped, and time for Encompass to update the utility base file and stamped SUE plans to reflect the re-located utilities into the joint utility trench. Also includes time for Encompass to be present for on-site observation during utility re-location, and topo surveying services for re-located utilities.

Due to the County's decision to relocate all utilities impacted by the Broadway and Highlands Ranch Parkway widening completely outside of the roadway widening footprint in a joint utility trench prior to the start of construction, this amendment includes more robust utility coordination among the County, CDOT, utility owners, Goodbee and the rest of the design team, including additional logistics and documentation of joint utility trench. This effort also includes additional coordination for locating the joint trench and for acquiring fee right-of-way and easements for the placement of the trench.

Task 6 - Geotechnical Engineering

Additional services request includes additional required geotechnical investigation and wall recommendations by CTL Thompson, and related coordination. CTL Thompson will drill five (5) exploratory borings to depths of 10 to 15 ft and obtain soil samples along the proposed locations of the walls to verify subsurface conditions and provide geotechnical design parameters for the walls. It is assumed that boring locations will be accessible to a truck-mounted drill rig. Traffic control and/or right-of-way permits may be required depending on boring locations, and are included in this additional services request.

Task 7 – Preliminary, Final, and 100% Design

Due to CDOT oversight, this additional services request includes reviewing and making slight adjustments to the previously submitted FIR plans. FIR plans will need to be re-submitted for review by the County and CDOT, a 2nd FIR meeting conducted, and comments documented. See Section 7a in the attached work hour estimate spreadsheet.

For final design, County and CDOT FIR comments will be addressed and final design will be advanced for roadway, drainage, erosion control, traffic, and construction traffic control (see

Task 11 for Structural Engineering tasks). Memos and reports will be finalized. Final design includes preparation of FOR plans, FOR quantities, technical specifications, final opinion of cost, conducting FOR meeting, and documentation of FOR comments. See Section 7b in the attached work hour estimate spreadsheet.

For 100% design, County and CDOT FOR comments will be addressed and any final comments to memos and reports will be addressed. 100% plans, specifications, and opinion of cost will be prepared and submitted. This additional services request includes time for a single 100% submittal. Additional rounds of comments submitted after the final, 100% PS&E can be added as an additional service. See Section 7c in the attached work hour estimate spreadsheet.

Task 8 – Environmental Support

This additional services request includes more robust coordination among the County, CDOT, Muller, and ERO in order to follow the CDOT process for Environmental clearance. Includes coordination and documentation to update ISA, bio, historic, environmental justice, and 4(f).

Task 11 - Structural Engineering

This additional services request includes structural design of cast-in-place or soil nail walls along the south side of Highlands Ranch Parkway (east and west legs within project limits) and extending into the southwest corner of the intersection. Preliminary design revealed that wall heights are in excess of landscape wall maximums, and thus require a structural design. The County prefers cast-in-place walls instead of MSE block walls.

EXHIBIT B-4
MULLER ENGINEERING COMPANY
AMENDMENT NO. 4 - ADDITIONAL SERVICES FEE ESTIMATE

CLIENT:
Douglas County
PROJECT:
Broadway and Highlands Ranch Pkwy Intersection Improvements

PROPOSAL NO.: 920.72/302
PROJECT NO.:
PREPARED BY: CMS
DATE: 9/23/2024
CHECKED BY: SNG
PROPOSED TOTAL ADDITIONAL FEE: \$ 700,975

TASK NO.	TASK DESCRIPTION	Staff Member Initials >>>	2025 Rates																		SUBCONSULTANTS/EXPENSES					TOTALS						
			Project Management			Roadway			Hydrology/Hydraulics					Traffic			Structures					Env.	CTL THOMPSON	ENCOMPASS	GOODBEE	ERO	HDR	TIME (HOURS)	LABOR COST	SUBS / EXPENSES	SUBTOTAL	
			SNG	CMS	MLS	CMS	LRN	BTG	MMM	ACF	MAS	MAB	PDP	JDH	NPD	DMC	JLS	JTD	SKH	JH	KCM											
			Project Manager 7 (H)	Senior Project Engineer 6 (L)	Project Accountant	Senior Project Engineer 6 (L)	Project Engineer 4	CADD Operator 2	Project Manager 7 (H)	Project Manager 6 (L)	Project Engineer 5 (L)	Technician/CADD Operator 3	Technician/CADD Operator 3	Project Manager 7 (L)	Project Engineer 5 (H)	CADD Operator 2	Project Manager 7 (H)	Project Engineer 4	CADD Operator 2	Senior Project Engineer 6 (H)	Environmental Planning Manager 7 (H)											
	BROADWAY AND HIGHLANDS RANCH PARKWAY		21	21	26																											
1	Project Administration/Management (Additional due to extended schedule)		21	21	26																											
2	Project Meetings														12																	
	Additional Bi-weekly and Monthly Meetings due to Extended Schedule (26 mo) incl prep and documentation		34			38	4																									
	Additional Internal Bi-weekly Team Meetings		18			26	22	5																								
	Additional CDOT Coordination Post-FOR (Utilities, ROW, Plan production, Schedule)		16			24	10																									
	Site visit with Stakeholders (CDOT/HR/DC) for Drainage Impacts (mostly SW corner)									4	4	2																				
	GESC Coordination with CDOT and Planning Meeting									2	4	4																				
	Drainage impacts meeting									4	4	4																				
4	Right-of-Way and updated SUE																															
	Exhibits and Legal Descriptions, Related Coordination Time																															
	ROW Acquisition Services																															
	Pre-ROWPR meeting																															
	ROWPR																															
5	Remaining work for utility conflict plans, coordination, support during joint trench relocation, utility relocation plans, specs, utility agreements, and landscape plans																															
	Subsurface Utility Engineering																															
6	Geotechnical Engineering - coord for wall recommendations (Highlands Ranch Pkwy)																															
	Drilling for wall borings																															
7a	Prelim Design																															
	Dust off FIR plans and prepare revised FIR plans and submittal		5			10	33	25																								
	Review revised ROW plans/deliverables and coord. w/ County and CDOT. Includes 1 more iteration of comments				5																											
	SUE testholes and coordination									1	1	2																				
	Update design to use existing inlet as vault									1	2	4																				
	Design verification for inlets									2	6	10																				
	Plan production (1 notes, 1 detail, 9 plan sheets - 3 drainage locations)									3	6	10	8																			
	Update memo to describe CDOT's MS4 permit does not apply								1	2	4	6																				
	Update minor text based on changes in WQ/Detention and to use existing inlet as vault									1	2	4																				
	2nd FIR meeting, prep, meeting minutes		6			6	7			4	4	4																				
	Document FIR comments in CRF, Add initial dispositions		2			8	12																									
7b	Final Design																															
	Address FIR comments and Finalize Rdwy design. Coordinate with Drainage, Traffic, Structures, entire design team. Includes curb ramp design.		5			20	30	20																								
	Survey coordination					2	3																									
	ROW Coordination w/ Encompass, HDR, and County (CDOT coord. Shown on row 18)		3			6	5																									
	Pre-ROWPR meeting		2			2																										
	ROWPR		2			2																										
	Utility and SUE coordination		3			6	5																									
	Materials and Geotech Coordination		3			6	7																									
	Storm Drain Design								4																							
	Update Design Changes									1	1	2																				
	Tabulation									1	2	6																				
	Drainage Profiles (3 drainage locations - 2 sheets anticipated)									4	8	16	20																			
	Plan production (1 notes, 1 detail, 9 plan sheets - 3 drainage locations)									4	18	32	20																			
	Water Quality & Detention																															
	Update memo as needed								2	2	4	8																				
	Stormwater Report/Study																															
	Update minor text based on changes in WQ/Detention and to use existing inlet as vault									2	4	8																				
	Erosion Control																															
	Create GESC Plans																															
	Cover Sheet									2	4	4	8																			
	Tab/Notes/Details									2	2	8	8																			
	Initial/Interim/Final Phase Plan sheets (9 sheets per phase = 27 total)									5	22	27	36																			
	GESC standard notes and details									2	2	4	8																			
	Traffic Engineering																															
	Traffic Signal Removal, Design, Caisson, Tabs													2	8	16																
	Signing Marking plans, tabs													2	12	24																

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Total Additional Compensation for this Amendment Number 4 Shall Not Exceed \$700,975.00