

RESOLUTION NO. 08-35

INTRODUCED BY:

Councilperson Dooley

Councilperson Hoffman

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES NORTH
APPROVING FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
CITY MANAGEMENT SERVICES WITH CH2M HILL, INC.**

WHEREAS, pursuant to Section 31-15-101, C.R.S., the governing body of a municipality has the authority to enter into contracts; and

WHEREAS, the City and CH2M Hill, Inc. entered into a Professional Services Agreement for City Management Services on August 15, 2008; and

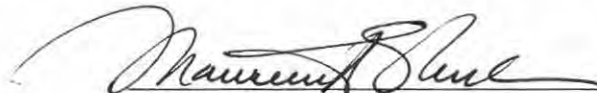
WHEREAS, CH2M Hill, Inc. insurance provider has requested certain changes to the insurance requirements contained in the Professional Services Agreement for City Management Services; and

WHEREAS, the City Council wishes to hereby approve the first amendment to the Professional Services Agreement for City Management Services with CH2M Hill, Inc.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH, COLORADO:

Section 1. The City Council hereby approves the First Amendment to Professional Services Agreement for City Management Services with CH2M Hill, Inc. substantially in the form attached hereto as Exhibit A.

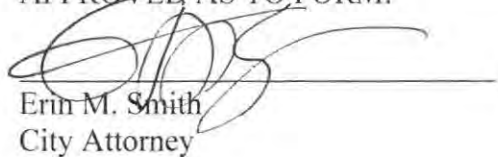
INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH THE 25th day of November, 2008.


Maureen A. Shul, Mayor

ATTEST:


Douglas J. Gilbert, Interim City Clerk

APPROVED AS TO FORM:



Erin M. Smith
City Attorney

Exhibit A
FIRST AMENDMENT TO
CITY OF CASTLE PINES NORTH AND CH2M HILL, INC.
PROFESSIONAL SERVICES AGREEMENT
CITY MANAGEMENT SERVICES

FIRST AMENDMENT TO
CITY OF CASTLE PINES NORTH AND CH2M HILL, INC.
PROFESSIONAL SERVICES AGREEMENT
CITY MANAGEMENT SERVICES

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment"), is entered into by and between the CITY OF CASTLE PINES NORTH, COLORADO ("City"), a statutory municipality of the State of Colorado, and CH2M HILL, INC., a Florida corporation whose business address is 9193 S. Jamaica Street, Suite 400, Englewood, CO 80112 ("Contractor") and amends the Professional Services Agreement for City Management Services with an Effective Date of August 15, 2008 ("Agreement"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into the Agreement with an Effective Date of August 15, 2008; and

WHEREAS, Section 18.11 of the Agreement requires that any amendments to the Agreement must be in writing and be signed by both the City and the Contractor; and

WHEREAS, the Parties desire to amend the Agreement by replacing Exhibit C with Revised Exhibit C, as attached hereto.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. The Agreement is hereby amended to replace Exhibit C with Revised Exhibit C as attached hereto and incorporated herein and to change all references in the Agreement from Exhibit C to Revised Exhibit C.
2. No other provisions of the Agreement shall be amended or superseded hereby.

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THIS FIRST AMENDMENT is executed and made effective this 30th day of Dec, 2008.

CH2M HILL, INC., a Florida corporation

BY: Elisa M. Speranza

ATTEST: (if a corporation)

Printed Name Elisa M. Speranza

Anita Nicolletti

Title: President, CH2M Hill OMI

Title: Contact Administrator

DATE: 12-30-08

Signature of Notary Public Required:

STATE OF Colorado)
) ss.
CITY OF Douglas)

The foregoing instrument was acknowledged before me this 30th day of December 2008, by Elisa M. Speranza

Witness my hand and official seal

Cynthia M. Beyer
Notary Public
My commission expires: 12-14-2011



CITY OF CASTLE PINES NORTH

BY: _____
Maureen A. Shul, Mayor

DATE: _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Douglas J. Gilbert, Treasurer

Erin M. Smith, City Attorney

DATE: _____

DATE: _____

THIS FIRST AMENDMENT is executed and made effective this ____ day of ____, 2008.

CH2M HILL, INC., a Florida corporation

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

) ss.

CITY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

CITY OF CASTLE PINES NORTH

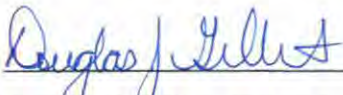
BY: 

Maureen A. Shul, Mayor

DATE: December 20, 2008

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:



Douglas J. Gilbert, Treasurer

DATE: 12/21/08



Erin M. Smith, City Attorney

DATE: 12-19-08

**EXHIBIT C
INSURANCE REQUIREMENTS**

Insurance.

1. Contractor shall acquire and maintain in full force and effect, during the entire term of the Agreement, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective elected officials, officers, employees, agents, consultants and Contractor from claims that arise out of or result from the operations under this Agreement by Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this Exhibit C. All insurance is to be placed with insurers with an A- or better rating as determined by Best's Key Rating Guide, at Contractor's expense. Contractor's insurance shall provide that the insurer will give the City thirty (30) calendar days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Exhibit C.

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with combined single limits of FIVE MILLION DOLLARS (\$5,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), limited contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with combined single limits for bodily injury and property damage FIVE MILLION DOLLARS (\$5,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance Coverage in an amount FIVE MILLION DOLLARS (\$5,000,000.00), and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(f) Excess Liability in an amount of TWENTY MILLION DOLLARS (\$20,000,000.00)

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include the City of Castle Pines North as a Certificate Holder and name the City of Castle Pines North, its elected officials, officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include the City of Castle Pines North as a Certificate Holder. In the event of a claim, the Contractor's Insurance Department will meet with the City of Castle Pines North and share policy information.

3. The certificates of insurance will be attached to this Agreement as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificates shall contain the "additional insured", "waiver of subrogation" and "cancellation" conditions found in this Exhibit C. If the coverage required expires during the term of this Agreement, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) calendar days prior to expiration, cancellation, termination, or material change and shall send such replacement certificates to:

Mayor of the City of Castle Pines North
558 Castle Pines Parkway, Unit B4-208
Castle Rock, CO 80108

4. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which the City may immediately terminate this Agreement.

6. All coverages specified herein except professional liability shall waive any right of subrogation against the City and its officers and employees.

7. Each general liability policy and, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

(a) Contractor's insurance coverage shall be primary insurance with respect to the City and its officers and employees. Any insurance maintained by the City (or its officers and employees) shall be in excess of the Contractor's insurance and shall not contribute to it.

(b) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability

8. Failure to Comply with Reporting Provisions. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the City (and its officers and employees).

9. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. Contractor's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Agreement. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Agreement is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is executed by the parties hereto.

10. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. Contractor shall be solely responsible for any deductible losses under the policy.