

RESOLUTION NO. 12-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO EXTENDING THE TERM OF THE PROFESSIONAL SERVICES
AGREEMENT WITH CH2M HILL ENGINEERS, INC. TO PROVIDE ON-CALL
ENGINEERING SERVICES**

WHEREAS, the City of Castle Pines ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City has previously entered into a Professional Services Agreement (the "Agreement") with CH2M HILL Engineers, Inc. (the "Consultant"), to provide the City with on-call engineering services related to technical review of land development applications submitted to the City; and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2012; and

WHEREAS, Section 4 of the Agreement provides that the term may be renewed or extended by mutual agreement of the Parties by the City Authorized Representative and the Consultant Authorized Representative, as those terms are defined in the Agreement; and

WHEREAS, City Council desires to enter into a First Amendment to the Agreement for calendar year 2013, a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein.


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

Section 1. The City Council hereby (a) approves the Professional Services Agreement between the City and the Consultant, in substantially the form attached hereto as **Exhibit 1** (the "Agreement"), (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the City Manager to execute the same on behalf of the City with the approval of the City Attorney.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 6 in favor, 0 against and 1 absent this 11th day of December, 2012.




Jeffrey T. Huff, Mayor

ATTEST:



City Clerk or Deputy City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

EXHIBIT 1

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CASTLE PINES AND CH2M HILL ENGINEERS, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "First Amendment") is made and entered by and between the **CITY OF CASTLE PINES**, a Colorado municipal corporation (the "City") and **CH2M HILL Engineers, Inc.**, a Delaware corporation (the "Consultant").

WHEREAS, the City and Consultant are parties to a Professional Services Agreement (the "Agreement") for on-call engineering services related to technical review of land development applications submitted to the City; and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2012; and

WHEREAS, Section 4 of the Agreement provides that the term may be renewed or extended by mutual agreement of the Parties signed by the City Authorized Representative and the Consultant Authorized Representative, as those terms are defined in the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement for calendar year 2013; and

WHEREAS, the City desires to engage the Consultant to provide the Services more particularly described in the Agreement during calendar year 2013 subject to the terms and conditions of the Agreement and this First Amendment.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, agree to amend the Agreement between the parties signed by the City Authorized Representative on August 20, 2012 as follows:

SECTION 1. Section 4 of the Agreement shall be replaced in its entirety with the following:

4. **TERM:** It is mutually agreed by the Parties that the term of this Agreement shall commence as of January 1, 2013 and shall terminate on December 31, 2013, unless earlier terminated by the terms of this Agreement. This Agreement may be renewed or extended by mutual agreement of the Parties signed in writing by the City Authorized Representative and the Consultant Authorized Representative. This Agreement and/or any extension of its term beyond the current fiscal year shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's satisfaction with all services received during the preceding term.


SECTION 2. **Exhibit A**, Time and Materials Rate Schedule, is replaced in its entirety with **Exhibit A** attached hereto.

SECTION 3. Except as amended herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this First Amendment as of the dates set forth below.

CITY:

CITY OF CASTLE PINES, a Colorado municipal corporation

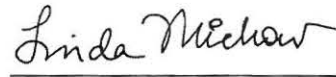
BY: 
Tedmond J. Soltis, City Manager

DATE: 12/11/12

ATTEST:


City Clerk or Deputy City Clerk

APPROVED AS TO FORM:


Linda C. Michow, City Attorney

CONSULTANT:

CH2M HILL Engineers, Inc., a Delaware corporation

BY:



Name: Danielle L. Yearstey

Title: Transportation Operations Manager

DATE: December 30, 2012

Exhibit A

Time and Materials Rate Schedule

(2013)

CH2M Hill, Inc. Rate schedule for the City of Castle Pines Development Review Services

Classification	Rate
Project Manager	\$165/hr.
Senior Engineer	\$180/hr.
Engineering Specialist/Task Lead	\$155/hr.
Contracts Administrator	\$150/hr.
Project Accountant	\$105/hr.
Clerical	\$55/hr.

All reimbursables will be billed at actual cost the Consultant. Reimbursables may consist of travel, printing, mailing, copying and supplies.

For the scope of services set forth in the Agreement, as amended, the City shall pay the Consultant a fee of not to exceed Twenty Thousand Dollars (\$20,000.00). This maximum fee shall include all fees and expenses incurred by the Consultant in performing all of the services under this Agreement.