

RESOLUTION NO. 22-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING CHANGE ORDER NO. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT FOR THE TERM OF
JANUARY 01, 2023, TO DECEMBER 31, 2023,
BETWEEN THE CITY OF CASTLE PINES AND ULTEIG ENGINEERS, INC.**

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

WHEREAS, by way of Resolution No. 22-53, the City entered into a professional services agreement with Ulteig Engineers, Inc. ("Contractor"), effective January 1, 2023, through December 31, 2023, for on-call professional engineering services ("Agreement"); and

WHEREAS, the City Council desires to approve a change order to increase the Not-to-Exceed Amount, as defined in the Agreement, so that Contractor will provide additional professional engineering services related to the Pronghorn Park and Disc Golf Course, Project No. 2022-PR-001.

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

Section 1. The City Council hereby: (a) approves Change Order No. 1, attached hereto as **Exhibit A**, increasing the Not-to-Exceed Amount as defined in the Agreement by an additional Seventy-Eight Thousand Eight Hundred and Sixty Dollars (\$78,860.00) to the total amount of Two Hundred Forty-Seven Eight Hundred and Sixty Dollars (\$247,860.00); and (b) authorizes the City Manager to execute Change Order No. 1 in a form approved by the City Attorney.

Section 2. Except as specifically authorized by this Resolution, the original terms and conditions of the Agreement shall not be amended and shall remain in full force and effect for the remainder of the term through December 31, 2023.

Section 3. 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 7 IN FAVOR AND 0 AGAINST THIS 13th DAY OF DECEMBER 2022.

ATTEST:



Tobi Duffey, MMC, City Clerk




Tracy Engerman (Jan 10, 2023 15:37 PST)


Tracy Engerman, Mayor

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

EXHIBIT A
CHANGE ORDER NO. 1

	<h1>CHANGE ORDER</h1>	
PROJECT: Pronghorn Park and Disc Golf Course	CITY PROJECT NO.: 2022-PR-001	CHANGE ORDER NO. 1
		CONTRACT DATE: December 13, 2022
TO: Ulteig Engineers, Inc 5575 DTC Parkway, Suite 200 Greenwood Village, CO 80111		DATE: December 02, 2022
DESCRIPTION OF ORIGINAL WORK: See Exhibit A to Agreement for Professional Services Between City of Castle Pines and Contractor, effective TBD ("Contract")		

The City and Contractor agree to amend the Contract Not-to-Exceed Amount as provided herein and amend the Scope of Services to include the additional services identified in attached following Work Orders

Work Order No. 1.0 – 22.22483 (REVISION 0)


Contractor agrees to furnish all materials and labor required to complete the additional services, in accordance with Contract requirements for the Scope of Services, for additional consideration as provided below:

<i>CHANGE TO CONTRACT SUM</i>	AMOUNT / DATED / AVG
Original CONTRACT SUM	\$ 169,000.00
Current CONTRACT SUM adjusted by Change Orders <u>N/A</u> thru <u>N/A</u>	\$169,000.00
The CONTRACT SUM due to this Change Order 1 will be (Increased) (Decreased) (Unchanged) by	\$ 78,860.00
The new CONTRACT SUM including this Change Order will be	\$ 247,860.00
<i>CHANGE TO CONTRACT TIME</i>	0 days
Current CONTRACT Completion Date	December 30, 2023
CONTRACT TIME will be (Increased)(Decreased)(Unchanged) by this number of Calendar days	0
The DATE for completion of all WORK (Amended Contract Time) will be	December 30, 2023

ACCEPTED:

CONTRACTOR: ULTEIG

JOHN BUTT, ASSOCIATE DIRECTOR, CIVL

BY: 

DATE: 12/2/2022

CITY OF CASTLE PINES:

BY: _____

DATE: _____



We listen. We solve.™

WORK ORDER No. 1.0 - 22.22483 (REVISION 0)

Date: November 29, 2022

A. Project/Facility/Site Description.

Castle Pines Pronghorn Disc Golf Construction Observation

B. Scope of Services.

Contractor will provide the following services: Ulteig will perform construction observation services for the construction of the disc golf entrance road, parking lot, and culvert construction services as requested by the Owner, such as (but not limited to): meetings, phone calls, and miscellaneous work associated with the specific approved work order. Marketing, negotiations, and proposals for potential work orders are specifically excluded from the scope of this work order. The Contractor will provide these services with a full-time inspector, 8 hours for 5 days a week, for a three-month project duration and for project engineer for 4 hours a week for a three-month project duration.

C. Cost.

Fees. The Parties acknowledge and agree that the fees for any Services to be provided under this Work Order shall not, individually or in the aggregate, Hourly Not to Exceed amount of **\$78,860.00** (the "Fee Limit"). Unless Owner expressly agrees in writing through the execution of a Change Order or an amendment to the Services Agreement, Owner shall not be liable for any Fees in excess of the Fee Limit unless approved by the Owner in writing.

D. Work Product

Contractor will prepare and provide Owner the following Work Product: construction observation and inspection services, quantity tracking, review, and processing of pay applications, document control, construction meetings, as well as project close out tasks.

E. Schedule.

Contractor will commence and complete the Services set out in this Work Order in accordance with the following schedule: Services will be completed upon request by Owner.

F. Changes.

Contractor shall not, without Owner's prior written authorization in the form of a Change Order, alter, substitute, modify, amend, add or remove any of the Services or the timing for their commencement, delivery or completion as specified in this Work Order. Contractor is not entitled to payment for any changes to the Services or this Work Order unless specifically agreed to in writing by Owner in the form of a Change Order prior to such change being made. Owner, by the issuance of a written Change Order accepted by Contractor, may alter, substitute, modify, amend, add or remove any of the Services. Each Change Order shall become binding on the Parties upon execution and delivery by both Parties, shall be subject to all of the terms and conditions of the Services Agreement, and shall be incorporated into this Work Order and take precedence over the original Work Order in the event of any inconsistency.

G. Attachments.

EXHIBIT A – FEE ESTIMATE

[Signature Page to Follow]



EXHIBIT A

CITY OF CASTLE PINES
2023 CONSTRUCTION MANAGEMENT
ULTEIG ENGINEERS FEE ESTIMATE

PROJECT PHASES & TASKS		ULTEIG ENGINEERS - STAFFING AND ESTIMATED HOURS									
TASK DESCRIPTION		Accounting Project Manager	Senior Engineer	Lead Engineer	Design Engineer	Senior Field Coordinator	Inham	Engineering Technician	Staff Support	TOTAL HOURS	TOTAL COST
Task	Task Name	Hourly Rate	\$138	\$218	\$183	\$134	\$143	\$95	\$130	\$80	
1.0	PROJECT MANAGEMENT / DATA COLLECTION										
1.1	PROJECT MANAGEMENT										
	Subtotal	0	0	0	0	0	0	0	0	0	\$0
2.0	CONSTRUCTION ADMINISTRATION										
2.1	External Stakeholder Meetings									0	\$0
2.2	Review & Process Monthly Pay Applications			4						4	\$732
2.3	CPM Schedule Review			2						2	\$366
2.4	Change Orders & CMO's			2						2	\$366
2.5	Document Control Management			4						4	\$732
	Subtotal	0	0	12	0	0	0	0	0	12	\$2,196
3.0	CONSTRUCTION MANAGEMENT & INSPECTION										
3.1	Weekly Construction Meetings			8		8				16	\$2,608
3.2	Construction Inspection					460				460	\$65,780
3.3	Material Quality Assurance									0	\$0
3.4	COC, CTR, and Submittal Reviews			8						8	\$1,464
	Subtotal	0	0	16	0	468	0	0	0	484	\$69,852
4.0	PROJECT CLOSEOUT										
4.1	Prepare Punch List, Reports & Notices			2		2				4	\$652
4.2	Final Acceptance			2		2				4	\$652
4.3	Assemble Final Records/As-Builts			2		2				4	\$652
4.4	Final Estimate/Quantities			4		4				8	\$1,304
	Subtotal	0	0	10	0	10	0	0	0	20	\$3,260
PROJECT LABOR TOTALS		0	0	38	0	478	0	0	0	516	\$75,308
SUB-CONSULTANT											
	Martinez Associates		\$	1		\$2,000					\$2,000
			\$	0		\$0					\$0
			\$	0		\$0.00					\$0
			\$	0		\$0.00					\$0
			\$	0		\$0					\$0
			\$	0		\$0					\$0
SUB-CONSULTANT TOTAL											\$2,000
REIMBURSABLE EXPENSES											
	Mileage		Mile	2,480		\$0.625					\$1,550
	Miscellaneous		\$	2		\$1					\$2
REIMBURSABLE TOTAL											\$1,552
TOTAL FEE ESTIMATE						\$78,860					