

RESOLUTION NO. 25-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND ALFRED
BENESCH & COMPANY FOR ON-CALL ENGINEERING SERVICES**

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

WHEREAS, the City entered into a professional services agreement with Alfred Benesch & Company (the “Contractor”), dated December 17, 2024, for on-call engineering services (the “Agreement”); and

WHEREAS, the City Council desires to amend the Agreement to add additional services, including construction management, inspection, and materials testing services for capital improvement projects, and to increase the Not-to-Exceed Amount to accommodate the additional services (the “First Amendment”); and

WHEREAS, the City Council further desires to authorize the City Manager to execute the First Amendment once in final form.

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

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby: (a) approves the First Amendment in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the First Amendment as may be necessary to correct any non-material errors or provisions that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the First Amendment on behalf of the City once in final form.

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

[Remainder of this page intentionally left blank.]

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, 0 AGAINST, AND 0 ABSENT THIS 22ND DAY OF JULY, 2025.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman

Tracy Engerman (Sep 4, 2025 11:54:06 MDT)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda C Michow

Linda C. Michow, City Attorney

EXHIBIT 1
**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF CASTLE PINES AND ALFRED BENESCH & COMPANY FOR ON-CALL
ENGINEERING SERVICES**

**CITY OF CASTLE PINES
FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Project/Services Name: **2025 On-Call Engineering Services**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Amendment") amends that certain Agreement for Professional Services entered into by and between **Alfred Benesch & Company**, an Illinois foreign corporation with offices at 35 W. Wacker Drive Ste. 3300, Chicago, IL 60601 (the "Contractor") and the **City of Castle Pines**, a municipal corporation of the State of Colorado, with offices at 7437 Village Square Drive, Suite 200, Castle Pines Colorado 80108 (the "City") (collectively referred to herein as the "Parties").

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into a Professional Services Agreement dated December 17, 2024 (the "Agreement"), pursuant to which the Contractor provides on-call engineering services to the City; and

WHEREAS, the City has requested that the Contractor provide additional construction management, inspection, and materials testing services to the City for capital improvement projects (the "Additional Services"); and

WHEREAS, the City desires to amend the Agreement to set forth the Additional Services that will be provided by the Contractor to the City; and

WHEREAS, the Parties further desire to amend the not-to-exceed compensation amount set forth in the Agreement to account for the Additional Services.

NOW, THEREFORE, the Parties agree as follows:

1.0 RECITALS. The foregoing recitals are true and correct and are incorporated into the First Amendment by this reference as though set forth in full.

2.0 AMENDED SCOPE OF SERVICES. Exhibit A to the Agreement is hereby replaced in its entirety with **Exhibit A-1**, attached hereto and incorporated herein by reference, to set forth Contractor's revised Scope of Services.

3.0 AMENDED NOT-TO-EXCEED AMOUNT. The first paragraph of Section IV.A. of the Agreement shall be amended to read as follows:

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Six Hundred Thirty-Seven Thousand Five Hundred Ninety-Two Dollars and No Cents (\$637,592.00)** ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

4.0 NO FURTHER AMENDMENTS. No other terms or conditions of the Agreement are amended hereby.

5.0 EFFECTIVE DATE. This First Amendment shall be effective as of the date of mutual execution by the Parties.

CITY OF CASTLE PINES, COLORADO:

By: _____

Printed Name: Michael Penny

Title: City Manager

Date of execution: _____

ALFRED BENESCH & COMPANY:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

EXHIBIT A-1
SCOPE OF SERVICES

Contractor (or “Consultant”) shall provide the following services on an on-call basis:

- The planning, design and administration of construction projects for municipal roadways & bridges;
- Transportation & transit studies;
- Design-build projects;
- Pedestrian & parking facilities;
- Surveying & legal descriptions;
- Geotechnical analyses;
- Traffic signal/geometric improvements;
- Round-about analysis & design; and
- Related storm drainage facilities.

Services will also include engineering review and assistance with the following: traffic signal operation and design, traffic signal and multi-way stop controlled warrant studies, transportation system modeling & planning, and related traffic and transportation engineering issues.

Additionally, the Contractor, at the City’s direction, will perform construction inspection services, both on public and private property, for both public and private construction, to review construction work for general conformance with the approved construction documents and applicable standards. Contractor will review the quality control for conformance with the Roadway Inspection and Testing Procedures. City-requested construction inspection services will be coordinated with the City.

The Contractor will perform construction management, inspection, and materials testing services in accordance with the attached Castle Pines Pavement Rehabilitation Program Scope of Work dated April 28, 2025.

[See attached Scope of Work dated April 28, 2025]

Castle Pines Pavement Rehabilitation Program
CONSTRUCTOIN MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES
SCOPE OF WORK
April 28, 2025

I. CONSTRUCTION PERIOD SERVICES

A. The Consultant BENESCH shall provide the following construction administration and observation services for the City of Castle Pines:

1. Upon receipt of a Notice to Proceed, the CONSULTANT will assist the City in conducting the pre-construction conference to be held prior to any construction activity. The pre-construction conference to be attended by the City, the CONSULTANT, the Contractor, and any sub-consultants, and any affected utilities. At this meeting the project schedule and the responsibilities of each party will be outlined.
2. During construction, consult with and advise the City and as directed, act as the City's representative. As directed, the CONSULTANT shall have authority to act on behalf of the City to the extent provided in the Contract Documents, except as otherwise directed in writing by the City and as established in the Pre-Construction meeting.
3. The CONSULTANT will be on site to continuously observe the contractor's daily work (where a major portion of the consultant's time is spent observing work in progress), evaluate the quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. If work progress differs from the Contract, make recommendations to the contractor and the City of the need for corrective action. The CONSULTANT will keep the City representative well informed on a daily basis as to how the work is progressing and notify the City immediately about deficiencies and issues of noncompliance.
4. The CONSULTANT representative(s) will be required to inspect all major items of the work as it progresses on a daily basis, which include daily inspection of traffic control for compliance with the approved/applicable Method of Handling Traffic (MHT) for the various construction phases. The contractor's contract time for this project is anticipated to be from May 2025 through September 2025. The CONSULTANT will anticipate providing limited hours (approximately 8 to 16 hours per week) to assist in observing the completion of the punch list items as needed to close out the project - which may extend past the awarded Contractor's completion date. Time will be invoiced monthly per the attached rate sheet, Exhibit B
5. The CONSULTANT is aware that this contract has a Notice to Proceed date scheduled for May 2025. The estimated man-hours and fees include, but are not limited to, the following: administrative services, pay requests and change orders and other CONSULTANT staff services required for this project. All travel time of the CONSULTANT staff and their sub-consultants to the project site, any vehicle costs, laptop computer and cell phone charges, will not be billed separately, but will be included in the hourly rates submitted.
6. The CONSULTANT is aware that work may be required on weekends or other extended hours and will be billed at the fixed rates submitted, (therefore any overtime owed to the employees of the CONSULTANT shall be included in the hourly rates

submitted). The CONSULTANT anticipates that the combination of construction management and materials testing per week may vary from a minimum of 20 hours per week to in excess of 50 hours per week – depending on the Contractor's schedule of various activities required for the project. The City will require that the contractor provide notification of their intent to work on the weekends by no later than noon on Thursday, (and preferably earlier in the week), in order to provide the CONSULTANT adequate time to provide staffing for the project on weekends.

7. The CONSULTANT will be given direction to issue instructions directly to the contractor on behalf of the City. The CONSULTANT may, as the City's representative, require special inspection or testing of the work. As directed by the City, the CONSULTANT will be required to make recommendations or decisions, where warranted, on all claims of the City and the contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
8. When authorized, the CONSULTANT shall prepare change orders for the review and approval by the City. Attached to the Change Order will be a letter from the CONSULTANT containing a complete description of the change, justification of the change and a formal recommendation for approval of the change by the City.
9. Based on the CONSULTANTS independent field measurements and on-site observations, the CONSULTANT will review the contractor's monthly progress payment application and supporting data, in order to determine/confirm the amount owed to the contractor(s). The CONSULTANT shall approve in writing concurrence of the progress payment submitted by the contractor(s) in such amounts. Such approval of progress payment shall constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information and belief that the quantity and quality of the work is in accordance with the Contract Documents.
10. As directed by the City, the CONSULTANT will work with the contractor to review the contractor's efforts to coordinate utility relocation work required for any of these projects. The CONSULTANT shall document in the daily logs the contractor progress with utility coordination and notify the City of outstanding issues. The CONSULTANT will contact the impacted utility companies in order to verify the contractor's efforts and schedule for relocation.
11. The CONSULTANT will assist the City in scheduling and conducting the weekly progress meetings, which includes assisting in contacting the impacted parties. The weekly meetings will be attended by the City, other agencies, the impacted utility companies, metro-district(s), construction surveyor, engineer (as required), traffic control supervisor, the CONSULTANT (and sub-consultants when applicable), the contractor and subcontractors (as required).
12. The CONSULTANT will prepare written directions to the contractor, as directed by the City representative, and all such documents shall be reviewed and approved by the City prior to issuance.
13. The CONSULTANT will review samples, catalog data, schedules, shop drawings, laboratory shop and mill test, and material and equipment and other data, which the contractor(s) submits. This review is for the benefit of the City and it covers only

general conformance with the information given in the Contract Documents. Review of such by the CONSULTANT does not relieve the contractor(s) of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

14. The CONSULTANT will determine if the final project conforms to the requirements of the Contract Documents, adheres to the contractor's project progress schedule, and evaluates if the contractor is progressing according to schedule. The CONSULTANT will maintain a record of the contractor's revisions/updates to the project schedule and inform the City on a weekly basis of any concerns that the schedule is slipping.
15. The CONSULTANT will assist the City in conducting a formal inspection (walkthrough) with representatives of the contractor to determine if the project is substantially complete and prepare a letter of "Substantial Completion" indicating uncompleted work (punch list items) for review and approval by the City prior to issuance.
16. The CONSULTANT will assist the City in conducting a final inspection and evaluate if the project has been completed in accordance with the Contract Documents, and that all the uncompleted work identified in the punch list has been completed. The CONSULTANT will submit any recommendations concerning project status, as it may affect the City's final payment to the contractor(s).
17. The CONSULTANT representative(s) will verify that all field revisions (as-built modifications) have been properly documented on the plans throughout the duration of the construction. Such revisions (as-built information) shall be submitted to the City. The CONSULTANT will review the contractor's as-built records on a weekly basis (as a minimum) and inform the City and remind the contractor of his/her responsibility to keep the as-built/as-constructed modifications/field revisions current with seven (7) days throughout the project duration.
18. The CONSULTANT will verify and/or determine all pay quantities on a monthly basis as required to verify accuracy of the contractor's monthly progress payment applications using a spreadsheet format meeting the City's requirements. This should be completed by the 25th of each month or as determined at the pre-construction meeting.
19. The CONSULTANT will keep a daily log of events. The CONSULTANT reports will be generated in Appia, and a free access license will be provided to the City representative. The CONSULTANT representative will have his/her own cell phone and vehicle on site each day the CONSULTANT is required to work.

Additional Requirements for this project:

Work Order Billings: The CONSULTANT will submit invoices of actual time and material costs to the City on a monthly basis. Rates will remain fixed during the CONSULTANT Contract/Agreement duration, which is anticipated to extend through September 2025.