

**RESOLUTION NO. 26-33**

**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 JACOBS  
ENGINEERING GROUP INC. FOR ON-CALL LAND DEVELOPMENT REVIEW AND  
GENERAL 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 Jacobs Engineering Group Inc. (the “Contractor”), dated January 1, 2026, for on-call land development review and general engineering services (the “Agreement”); and

WHEREAS, the City desires to amend the Agreement to add additional services for a retaining wall survey project and additional public works projects, and to increase the not-to-exceed compensation amount to accommodate the additional services (the “First Amendment”); and

WHEREAS, the City Council desires to approve the First Amendment and 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.** If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 4.** This Resolution shall take effect upon its approval by the City Council.

*[Signature page follows]*

**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 12<sup>TH</sup> DAY OF MAY, 2026.**



**ATTEST:**

*Tobi Duffey*

Tobi Duffey, MMC, City Clerk

*Tracy Engerman*

Tracy Engerman (May 26, 2026 17:24:40 MDT)

Tracy Engerman, Mayor

**APPROVED AS TO FORM:**

*Linda Michow*

Linda Michow (May 13, 2026 10:54:11 MDT)

Linda C. Michow, City Attorney

**EXHIBIT 1**  
**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF CASTLE PINES AND JACOBS ENGINEERING GROUP INC.**

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

Project/Services Name: **On-Call Professional Land Development Review and  
General Engineering Services**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (“First Amendment”) amends that certain Agreement for Professional Services entered into by and between **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation with a principal office address of 1999 Bryan Street, Suite 3500, Dallas, TX 75201 and local offices at 6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, CO 80111 (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 January 1, 2026 (the “Agreement”), pursuant to which the Contractor provides on-call professional land development review and general engineering services to the City; and

**WHEREAS**, the City has requested that the Contractor provide additional professional land development review and general engineering services for a retaining wall survey project and additional Public Works projects (the “Additional Services”); and

**WHEREAS**, the Parties 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 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 **Two Hundred Sixty-Five Thousand Three Hundred Twenty-One Dollars and No Cents (\$265,321.00)** (“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:

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

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

**5.0 CONFLICT.** This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.

**6.0 COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURE; AUTHORITY.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by electronic signature, and that any electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Professional Services, to be effective as of the date of its mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

*[Signature page follows]*

**CITY OF CASTLE PINES, COLORADO:**

By: \_\_\_\_\_

Printed Name: Michael Penny

Title: City Manager

Date of execution: \_\_\_\_\_

**JACOBS ENGINEERING GROUP INC.:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_