RESOLUTION NO. 26-56

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 January 12, 2026, pursuant to which Contractor provides on-call engineering services (the "Agreement"); and

WHEREAS, the City requires additional construction management, design, and support services to support the City's projects and developments originally identified in the Agreement (the "Additional Services"); and

WHEREAS, the City desires to amend the Agreement to increase the not-to-exceed compensation amount to Six Hundred Fifty Thousand Dollars ($650,000.00) to compensate the Contractor for the provision of 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 A**; (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 6 IN FAVOR, 0 AGAINST, AND 1 ABSENT THIS 22ND DAY OF SEPTEMBER, 2026.

Tracy Engerman (Sep 24, 2026 19:11:01 MDT)

Tracy Engerman, Mayor

ATTEST:

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

Tobi Duffey

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

Linda Michow
Linda Michow (Sep 24, 2026 10:31:51 MDT)

Linda C. Michow, City Attorney

EXHIBIT A
FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND ALFRED BENESCH & COMPANY

CITY OF CASTLE PINES
FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: **2026 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 January 12, 2026, (the "Agreement"), pursuant to which the Contractor provides on-call engineering services to the City; and

WHEREAS, the City requires Contractor to perform additional construction management, design, and support services to support the City's projects and developments originally identified in the Agreement (the "Additional Services); and

WHEREAS, the Parties desire to amend the Agreement to increase the not-to-exceed compensation amount to compensate Contractor for the Additional Services.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the City and the Contractor that the Agreement shall be amended 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 **Six Hundred Fifty Thousand Dollars and No Cents ($650,000.00) ("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 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.

5.0 COUNTERPARTS; ELECTRONIC SIGNATURE; AUTHORITY. The Parties 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 electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

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

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement to be effective as of the date of 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.

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SIGNATURE PAGES FOLLOW

THIS FIRST AMENDMENT is executed and made effective as provided herein.

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: _____