**RESOLUTION NO. 26-61**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASTLE PINES AND STANTON CONSTRUCTABILITY SERVICES, LLC FOR PRELIMINARY INDEPENDENT COST ESTIMATING SERVICES FOR THE HAPPY CANYON INTERCHANGE PROJECT**

**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 that certain Agreement for Professional Services, dated October 25, 2025, with Stanton Constructability Services, LLC (the "Contractor"), pursuant to which the Contractor provides preliminary independent cost estimating services for the Happy Canyon Interchange Project (the "Agreement"); and

**WHEREAS**, the City desires to amend the Agreement to extend the term of the Agreement to March 31, 2027 and to increase the Not-to-Exceed Amount, defined in the Agreement as $49,572.00, by $14,960.00 for a total Not-to-Exceed Amount of $64,532.00 to compensate the Contractor for the provision of additional independent cost estimating services, as set forth in the First Amendment to Agreement for Professional Services, attached hereto as **Exhibit A** (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 13TH DAY OF OCTOBER, 2026.**

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

Tracy Engerman (Oct 20, 2026 16:13:43 MDT)

Tracy Engerman, Mayor

**ATTEST:**

Tobi Duffey

Tobi Duffey, MMC, City Clerk

**APPROVED AS TO FORM:**

Linda Michow

Linda Michow (Oct 19, 2026 12:26:29 MDT)

Linda C. Michow, City Attorney

**EXHIBIT A**

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**
**Project/Services Name: Preliminary Independent Cost Estimating (ICE) for the Happy Canyon Interchange Project**

***{See attached}***

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

Project/Services Name: **Preliminary Independent Cost Estimating (ICE) for the Happy Canyon Interchange Project**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** ("First Amendment") amends that certain Agreement for Professional Services entered into by and between **Stanton Constructability Services, LLC,** a Utah limited liability company with offices at 2040 E. Murray Holladay Rd Ste 204, Salt Lake City, UT 84117 ("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, CO 80108 (the "City") (collectively referred to herein as the "Parties").

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated October 25, 2025 (the "Agreement"), pursuant to which the Contractor provides preliminary independent cost estimating services for Phase 1 of the Happy Canyon Interchange Project; and

**WHEREAS,** the City requires Contractor to perform additional preliminary independent cost estimating services for the Happy Canyon Interchange Project (the "Additional Services"); and

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

**WHEREAS**, the Parties further desire to extend the term of the Agreement to terminate on March 31, 2027.

**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 SUPPLEMENTAL COMPENSATION.** The Parties agree that the Compensation set forth in Exhibit B to the Agreement shall be supplemented by that certain Supplemental Compensation attached to this First Amendment as Exhibit B-1.

**3.0 AMENDED TERM.** Section II.A of the Agreement is hereby amended to read in full as follows:

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue through and including March 31, 2027, or until terminated herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

**4.0 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 **Sixty-Four Thousand Five Hundred Thirty-Two Dollars and Zero Cents ($64,532.00) ("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:

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

**6.0 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.

**7.0 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.

**8.0 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 representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGE FOLLOWS*

**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: _____

**STANTON CONSTRUCTABILITY SERVICES, LLC:**

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

# EXHIBIT B-1
## Supplemental Compensation

| WBS | Task Name | Project Manager $ 205.00 Ed Jones | | Lead Highway Estimator $ 195.00 Devin Bunnell | | Civil Estimator $ 195.00 Cameron Mang | | Lead Structures Estimator $ 195.00 Kurt Hindman | | Project Scheduler $ 185.00 Pam Pala | | Total Hrs | Total $ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | Site Visit (will happen simultaneously with kick-off meeting) | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - |
| | | | | | | | | | | | | | |
| | Project Estimate Final | | | | | | | | | | | | |
| 1 | Meetings (bi-weekly coordination meetings) | 4 | $ 820.00 | 4 | $ 780.00 | 0 | $ - | 0 | $ - | 0 | $ - | 8 | $ 1,600.00 |
| 2 | Risk register | 1 | $ 205.00 | 6 | $ 1,170.00 | 0 | $ - | 0 | $ - | 0 | $ - | 7 | $ 1,375.00 |
| 3 | Plan reviews | 1 | $ 205.00 | 4 | $ 780.00 | 0 | $ - | 0 | $ - | 0 | $ - | 5 | $ 985.00 |
| 4 | Final estimate pricing, summary, submittal | 1 | $ 205.00 | 30 | $ 5,850.00 | 0 | $ - | 0 | $ - | 0 | $ - | 31 | $ 6,055.00 |
| 5 | TMP meeting / negotiation | 4 | $ 820.00 | 10 | $ 1,950.00 | 0 | $ - | 0 | $ - | 0 | $ - | 14 | $ 2,770.00 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | Independent Project Schedule | | | | | | | | | | | | |
| 1 | Produce Schedule (initial construction schedule review) | | $ - | 2 | $ 390.00 | 0 | $ - | 0 | $ - | 0 | $ - | 2 | $ 390.00 |
| 2 | Discuss schedule with Contractor | 1 | $ 205.00 | 4 | $ 780.00 | 0 | $ - | 0 | $ - | 0 | $ - | 5 | $ 985.00 |
| 3 | Meetings | | $ - | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - |
| | | | | | | | | | | | | | |
| | Owner and Stanton Estimating Support meetings (misc. calls and meetings answer or discuss owner concerns) | 0 | | 2 | $ 390.00 | 0 | $ - | 0 | $ - | 0 | $ - | 2 | $ 390.00 |
| | | | | | | | | | | | | | |
| | Contract Management / Invoicing | 2 | $ 410.00 | | $ - | 0 | $ - | 0 | $ - | | $ - | 2 | $ 410.00 |
| | | | | | | | | | | | | | |
| | | 14 | | 62 | | | | | | | | | |
| | Expenses: | | $ - | | $ - | | $ - | | $ - | | $ - | 0 | $ - |
| a | Flights @ Actuals | 0 | $ - | 0 | $ - | | $ - | 0 | $ - | | 0 | | |
| b | Hotel @ Actuals | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | | 0 | | |
| c | Meals - Anchorage per diem 2021 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | | 0 | | |
| d | Car Rental - @ Actuals | | $ - | 0 | $ - | | $ - | | $ - | | 0 | | |
| e | Fuel - @ Actuals | | $ - | 0 | $ - | | $ - | | $ - | | 0 | | |
| f | Misc. - @ Actuals (Parking etc.) | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | | 0 | | |
| | | | | | | | | | | | | 0 | $ - |
| | | | $ 2,870.00 | | $ 12,090.00 | | $ - | | $ - | | $ - | 76 | $ 14,960.00 |