

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES  
2025 ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES  
DOUGLAS COUNTY PROJECT NUMBER SP 2025-009  
AMENDMENT NUMBER TWO (2)  
PURCHASE ORDER NUMBER: 2025487  
ACCOUNT NUMBER: 800506.443600**

**THIS AMENDMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”), and Alfred Benesch & Company, Inc. (the “Consultant”).

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services dated May 16, 2025 (the “Contract”); and

**WHEREAS**, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of Seventy-Five Thousand Dollars (\$75,000.00). Compensation for the additional work associated with Amendment Number One (1) shall be Twenty-Four Thousand Five Hundred Dollars (\$24,500.00); and

**WHEREAS**, Compensation for the additional work associated with Amendment Number Two (2) shall be One Hundred Two Thousand Five Hundred Ten Dollars (\$102,510.00), and an increase in the term by 365 days; and

**WHEREAS**, the County and the Consultant desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant, by amending the Scope of Work and by adding additional payment terms and extending the Term; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

“**Maximum Contract Expenditure.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Two Hundred Two Thousand Ten Dollars (\$202,010.00). In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: \$ 102,510.00**

**PREVIOUSLY APPROVED PCS REVISIONS: \$ 24,500.00**

**TOTAL FOR ALL PCS REVISIONS (TO DATE): \$ 127,010.00**

**TOTAL FOR ORIGINAL PCS: \$ 75,000.00**

**GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: \$ 202,010.00**

**ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.**

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2. Section 5 of the Contract is hereby amended to read:

**“Term.** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on May 8, 2025, and terminate at 12:00 a.m. on December 30, 2027. This Contract, at the option of the County, may be renewed for one (1) or more successive terms, if notice is given to the Consultant by the County on or before December 30, 2027, of the current term. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County’s satisfaction with all products and services received during the preceding term.”
3. Exhibit A of the Contract is hereby amended by adding the additional work contained in the attached **Exhibit A-2**, incorporated herein by this reference.
4. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached **Exhibit B-2**, incorporated herein by this reference.
5. The remainder of the Contract shall remain in full force and effect.



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**PROJECT MANAGER REQUIRED TO COMPLETE:**

**Name of Contact at Consultant's Place of Business: (example: Joe Smith, ABC Consulting, Inc.)\_John Forni, Benesch**

**Email Address of Contact: [jforni@benesch.com](mailto:jforni@benesch.com)**

**Phone # of Contact: 720-473-7578**

**Address of Contact: 5660 Greenwood Plaza Blvd, Suite 400N, Greenwood Village, CO 80111**

**EXHIBIT A-2**

**SCOPE OF WORK  
CONSTRUCTION MANAGEMENT AND DOCUMENTATION SERVICES FOR  
ON-CALL SERVICES  
DOUGLAS COUNTY PUBLIC WORKS  
APRIL 29, 2026**

**I. CONSTRUCTION MANAGEMENT AND DOCUMENTATION SERVICES**

A. The CONSULTANT (Benesch) shall assist the County by providing the following construction management and documentation services:

1. The CONSULTANT's personnel shall report daily to the County's Project Engineer and maintain continuous communication of Contractor activities, progress, quality, non-conformances, testing results, and other project related items as directed.
2. Upon receipt of a Notice to Proceed, the CONSULTANT shall attend the pre-construction meeting which will most likely occur prior to any construction activity. The pre-construction meeting will be attended by the CONSULTANT, the County, the Engineer, the Material Testing Consultant, the Contractor, and any sub-consultants. At this meeting, the project schedule and the responsibilities of each party will be outlined.
3. The CONSULTANT shall be on site to observe the Contractor's daily work as directed by the County. The major portion of the CONSULTANT'S time will be spent observing the Contractor's work in progress, evaluating the quality of the executed work, and assist the County in determining (in general), if the Contractor's work is proceeding in accordance with the Contract Documents. The CONSULTANT shall be responsible to make recommendations to the County of the need for corrective action. The CONSULTANT shall keep the County representative informed on a regular basis (throughout the day) as to how the work is progressing and notify the County immediately about deficiencies and issues of noncompliance.
4. The CONSULTANT shall be required to inspect all major items of work (as assigned by the County) as it progresses on a daily basis, which may include daily inspection of erosion control BMPs for compliance with the approved / applicable GESC/SWMP.
5. The CONSULTANT shall be available on an on-call basis. The estimated total cost for this contract will be a "Not to Exceed" amount of **\$102,510.00**, broken up into four task orders. The Tasks are identified in Exhibit "B", enclosed. Note that the CONSULTANT'S combined daily hours may vary from a minimum of four hours (4 hours) per day and may exceed ten hours (10 hours) per day. However, if the Contractor has suspended work due to weather, then the CONSULTANT will not be scheduled to provide services during these periods.
6. The CONSULTANT may be required to work weekends and extended hours at the fixed hourly rates submitted. Any overtime premium the CONSULTANT must pay its employees shall be included in the hourly rates submitted and not the responsibility of

Douglas County. The combination of construction management and documentation hours 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 the various activities required for this project and except during suspended work periods. The County will require the Contractor to provide notification of their intent to work the weekends by no later than 4:00 pm on Wednesday (preferably earlier in the week) in order to provide the CONSULTANT adequate time to provide staffing for the project on weekends.

7. This project has an anticipated Contractor Notice to Proceed date of October 15, 2025. The CONSULTANT'S estimated man-hours and fees shall include, but shall not be limited to the following:

- Field services and meeting participation
- Review, and become familiar with the Contract Documents (Project Plans and Specifications)
- Observe and document workmanship, materials, and activities performed, furnished and installed by the Contractor and Subcontractors
- Schedule and submittal reviews

8. The CONSULTANT shall review necessary shop drawings, diagram illustrations, brochures, catalog data, materials, testing reports, traffic control plans, erosion control plans, schedules, certifications, and other data which the Contractor is required to submit.

9. CONSULTANT shall have the responsibility to assist with managing and provide administration over material testing and testing personnel under separate contract to County to ensure Quality Assurance/Acceptance testing is performed in accordance with CDOT Materials Manual and Douglas County Roadway Design and Construction Standards. CONSULTANT shall inspect or sample and document specific materials and products or methods utilized in the construction of the project. CONSULTANT shall also perform construction inspection documentation and such other project-related tasks as may be directed by the County's Project Engineer. The County will contract separately with a material testing firm to provide material testing throughout the duration of this project.

10. The CONSULTANT shall be given direction to issue instructions directly to the Contractor on behalf of the County. The CONSULTANT may, as the County's representative, require special inspection or testing of the work. As directed by the County, the CONSULTANT will be required to make recommendations or decisions, where warranted, on acceptability of all items of work observed.

11. Prepare responses to contractors' and suppliers' requests for information (RFIs), submittals, change notices, claims, and correspondence. Coordinate/assign contractor RFI's to the County and/or the designer for resolution, or as requested/directed by the COUNTY.

12. Based on the CONSULTANT'S independent field measurements and on-site observations of the work, the CONSULTANT shall review and sign the Contractor's monthly progress payment application and supporting data, in order to determine / confirm the amount owed to the Contractor. By signing the Contractor's monthly progress payment application, the

CONSULTANT constitutes a representation to the County, based on such observations and review, that the quantity and quality of work has progressed to the point indicated (to the best of the CONSULTANT'S knowledge, information, and belief) in accordance with the Contract Documents.

13. The CONSULTANT shall assist the County in scheduling and conducting the weekly progress meetings, which includes assisting in contacting impacted parties. The weekly meetings should be attended by the County, other agencies, impacted utility companies, metro-district(s), construction surveyor, Engineer (as required), traffic control supervisor, GESC Manager, the CONSULTANT (and sub-consultants when applicable), the Contractor and Subcontractors (as required).

14. The CONSULTANT shall assist the County in conducting a formal inspection (walk-through) with representatives of the Contractor to determine if the project is substantially complete, and help in the preparation of a "Punch List" for the Contractor's use in completing the Contract.

15. The CONSULTANT shall assist the County in conducting the final inspection and evaluate whether 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.

16. The CONSULTANT shall 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 an excel spreadsheet meeting the County's requirements. This should be completed by the 25th of each month or as determined at the pre-construction meeting.

17. Perform miscellaneous project-related duties as requested by the COUNTY.

18. The CONSULTANT will submit invoices of actual time and material cost to the County on a monthly basis. Billing rates used will correspond to rates contained in the contract between the CONSULTANT and the County. Rates submitted shall remain fixed during the CONSULTANT Contract / Agreement duration, which is anticipated to extend through Winter of 2026.

19. The CONSULTANT'S monthly invoices shall include copies of weekly time sheets for all employees and subcontractor charging to this project.

20. Notwithstanding anything in this Agreement, the CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by County's construction contractors. However, CONSULTANT shall monitor compliance with and take appropriate action to preserve safety on the project for all workers and traveling public in accordance with the MUTCD and Method of Handling Traffic (MHT).

26. Notwithstanding anything in this agreement, the CONSULTANT shall have no

responsibility for the discovery, presence, handling, removal and disposal of, or exposure of persons to hazardous materials in any form at the project site. Notwithstanding anything contained in this agreement, the parties acknowledge that the CONSULTANT shall not be responsible for any claims, demands, suits, actions or proceedings to the extent the same are caused by the negligence of the County, the County's Contractor or its subcontractors or any other cause beyond CONSULTANT's control.

EXHIBIT B-2

FEE PROPOSAL to ASSIST DOUGLAS COUNTY with 2025 ON-CALL SERVICES for the below projects

<b>Direct Labor</b>				
<b>Name</b>	<b>Classification</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Amount</b>
Ally Laskero, PE	Construction Project Manager	\$168.00	50	\$8,400.00
TBD	Construction Representative II	\$125.00	728	\$91,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Construction Management and Inspection Total</b>				<b>\$99,400.00</b>

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<b>Laboratory Testing Concrete, Soils, Asphalt</b>	<b>Quantity</b>	<b>Rate Per Unit</b>	<b>Total Amount</b>
Concrete Testing Technician	15	\$65.00	\$975.00
Soils Testing Technician	15	\$65.00	\$975.00
Project Manager	8	\$145.00	\$1,160.00
			\$0.00
			\$0.00
<b>Laboratory Testing Total</b>			<b>\$3,110.00</b>
<b>Material Testing Total</b>			<b>\$3,110.00</b>

<b>Total Not to Exceed Contract Amount</b>	<b>\$102,510.00</b>
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Actual expenses and consultant services completed shall be billed monthly