

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
WATERTON – MIDDLE FORK ROUNDABOUT PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2016 – 011
AMENDMENT NUMBER ONE (1)
PURCHASE ORDER NUMBER: REQUESTING NEW PO
ACCOUNT NUMBER: 800267.473200**

THIS AMENDMENT is entered into as of this _____ day of April 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 November 18, 2025 (the “Contract”); and

WHEREAS, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of **Two Hundred Nineteen Thousand Four Hundred Fifty – Five Dollars (\$219,455)**. Compensation for the additional work associated with this Amendment Number One (1) shall be **Two Hundred Ten Thousand Three Hundred Eighty Dollars (\$210,380)**; 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

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 **Four Hundred Twenty-Nine Thousand Eight Hundred Thirty-Five (\$429,835)**. 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: \$ 210,380.00

PREVIOUSLY APPROVED PCS REVISIONS: \$ 0.00

TOTAL FOR ALL PCS REVISIONS (TO DATE): \$ 210,380.00

TOTAL FOR ORIGINAL PCS: \$ 219,455.00

GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: \$ 429,835.00

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

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
WATERTON – MIDDLE FORK ROUNDABOUT PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2016 – 011
AMENDMENT NUMBER ONE (1)
PURCHASE ORDER NUMBER: REQUESTING NEW PO
ACCOUNT NUMBER: 800267.473200**

2. **Exhibit A** of the Contract is hereby amended by adding the additional work contained in the attached Exhibit A-1, incorporated herein by this reference.
3. **Exhibit B** of the Contract is hereby amended by adding the payment terms contained in the attached Exhibit B-1, incorporated herein by this reference.
4. The remainder of the Contract shall remain in full force and effect.

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
WATERTON – MIDDLE FORK ROUNDABOUT PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2016 – 011
AMENDMENT NUMBER ONE (1)
PURCHASE ORDER NUMBER: REQUESTING NEW PO
ACCOUNT NUMBER: 800267.473200**

IN WITNESS WHEREOF, the County and Consultant have executed this Amendment as of the date first above written.

ALFRED BENESCH & COMPANY

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

, **CHAIR** **Date**

DOUGLAS J. DEBORD **Date**
COUNTY MANAGER

ATTEST

Deputy Clerk

Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

DocuSigned by:
Janet Herman 4/10/2026

JANET HERMAN, P. E. **Date**
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

CHRISTIE GUTHRIE **Date**
Director of Finance

Chris Pratt **Date**
Managing County Attorney

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES
WATERTON – MIDDLE FORK ROUNDABOUT PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2016 – 011
AMENDMENT NUMBER ONE (1)
PURCHASE ORDER NUMBER: REQUESTING NEW PO
ACCOUNT NUMBER: 800267.473200**

PROJECT MANAGER REQUIRED TO COMPLETE:

Name of Contact at Consultant's Place of Business: (example: Joe Smith, ABC Consulting, Inc.) _____ **Randall Hilzer** _____

Email Address of Contact: _____ **RHilzer@benesch.com** _____

Phone # of Contact: _____ **402-440-8784** _____

Address of Contact: _____

EXHIBIT A-1

SCOPE OF WORK
ASSOCIATED WITH THE
CONSTRUCTION MANAGEMENT, DOCUMENTATION and MATERIALS
TESTING SERVICES FOR WATERTON ROAD and MIDDLE FORK STREET
ROUNDAABOUT
DOUGLAS COUNTY PROJECT NUMBER CI 2026-011
April 8, 2026

I. PROJECT DESCRIPTION, BACKGROUND, AND INTENT OF SERVICES

Waterton Road was constructed as the main arterial through the Sterling Ranch Development, connecting Rampart Range Road and Moore Road. As development has advanced, traffic demands are ever changing. To safely provide access to east and west bound Waterton Road, Douglas County determined that a roundabout would be the most efficient way to improve the intersection of Waterton Road and Middle Fork Street. The project involves removals, aggregate base course, concrete pavement, curb and gutter, median cover material, asphalt pavement, street lighting and associated wiring, rectangular rapid flashing beacons, pavement markings, ADA and bike lane ramps, and traffic control.

Sean Owens will be the County's Project Manager who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract. During Construction, the County anticipates less than full time involvement by the County's Project Engineer, and the intent of the below scope of services by the CONSULTANT is to assist, advise and generally act on the County's behalf as the County's daily representative. The CONSULTANT shall have the authority to act on the County's behalf, except as otherwise directed in writing by the County, to the extent provided in the Contract Documents, and as established in the pre-construction meeting. Additionally, the County shall maintain the authority to approve contract modifications, and sign and approve interim and final payment applications from the Contactor.

II. CONSTRUCTION MANAGEMENT AND DOCUMENTATION SERVICES

- A. The CONSULTANT shall assist the County by providing the following construction management and documentation services:
1. The CONSULTANT's personnel shall report daily 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 project 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 part 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 will include daily inspection of traffic control and erosion control BMPs for compliance with the approved / applicable GESC/SWMP.
 5. The Contractor's contract time for this project is 120 calendar days. The CONSULTANT shall provide full-time construction inspection for the 4 month duration. The estimated total hours of construction management and documentation associated with this project and the total "Not to Exceed" amount shall be 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's to provide notification of their intent to work the weekends by no later than 12:00 pm on Thursday (preferably earlier in the week) in order to provide the CONSULTANT adequate time to provide staffing for the project on weekends. Work on Sundays and holidays will not be allowed unless approved in writing by the Project Engineer. A written request to work on Sundays and holidays shall be submitted by the Contractor, a minimum of ten (10) calendar days, in advance.
 7. This project has an anticipated Contractor Notice to Proceed date of April 1st, 2026. 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 Subcontractor's
 - Schedule and submittal reviews

All travel time of CONSULTANT to the project site, any vehicle costs, laptop computer, data plans, equipment (including personal protective equipment), minor printing, and cellular phone charges, shall not be billed to the project separately, but shall be included in the hourly rates of direct project activity and onsite presence submitted.

8. The CONSULTANT shall review work by the Contractor and collect from the Contractor certificates (COCs/CTRs) and shipping / scale tickets of and including, but not limited to, the following items: aggregate base course, structural fill, topsoil, HMA, riprap, structural concrete, reinforcing steel, guardrail and bridge rails, erosion control devices, and traffic control devices) in accordance with the Contract Documents. The CONSULTANT shall maintain a log of all activities observed on a daily basis and maintain such files for the project duration.
9. CONSULTANT shall have the responsibility to assist with managing and provide administration over material testing and testing personnel 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 Consultant will contract separately with a material testing firm to provide material testing throughout the duration of this project.
11. The CONSULTANT shall be given direction to issue instruction 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, which warranted, on acceptability of all items of work observed.
12. 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.
13. Based on the CONSULTANT'S independent field measurements and onsite observations of the work, the CONSULTANT shall review and sign the Contractor's monthly process 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.
14. 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, construction surveyor, Engineer (as required), traffic control supervisor, GESC Manager, the CONSULTANT (and sub-consultants when applicable), the Contractor and Subcontractor's (as required).

15. 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.
16. 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.
17. 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.
18. The CONSULTANT shall keep a daily log and daily report, by personnel, of events and an ongoing photo log of the project. A notebook containing the entire photo logs, diaries, and all of the daily reports shall be kept current during the project and, upon request, made available for review by the County. The CONSULTANT representative shall have his/her own cell phone and vehicle on site each day the CONSULTANT is required to work.
19. The CONSULTANT will collect all materials tickets and record the locations used as well as verify the quantities. All delivery tickets will be bound and submitted to the County at the end of the project or as directed by the County.
20. The CONSULTANT will develop, manage and oversee a project document management plan/system for final review and approval after construction completion to the County. To manage project files, CONSULTANT will utilize Appia Software.
21. Perform miscellaneous project-related duties as requested by the COUNTY.
22. 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 June of 2024.
23. The CONSULTANT'S monthly invoices shall include copies of weekly time sheets for all employees and subcontractor charging to this project. Furthermore, daily inspection reports shall be submitted to the County representative by Wednesday of the following week.
24. Insurance Required of CONSULTANT - The CONSULTANT is required to carry insurance coverage in accordance with Exhibit C, enclosed.
25. 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 subcontractor's or any other cause beyond CONSULTANT's control.

Estimate of Fees

Douglas County Public Works
 Waterton Road and Middle Fork Street Roundabout
 Douglas County CI 2026-011

Exhibit B - 1



Prepared on 04/08/2026

Hourly Rate	Position
\$238.00	Sr. Construction Manager (John Forni)
\$184.00	Construction Manager (Randall Hilzer)
\$144.00	Construction Inspector (Dan Aragon)
\$115.00	Construction Inspector (Payton Risch)

Task	Hours by Employee					Expenses	Total
	SRPM	CM	CI	CI			

Construction Management, Inspection and Materials Testing

Project Management (20 weeks, 1 hours per week)	20						\$4,760.00
Project Engineering (20 weeks, 22 hours per week)		440					\$80,960.00
Inspection and Reporting (18 weeks, 40 hours per week)			720				\$103,680.00
Drone Services (3 trips, 2 hours each)				6			\$690.00
Materials Testing (see attached)							\$20,980.00
							\$210,380.00

Hourly Rates are inclusive of mileage, equipment and miscellaneous project expenses.