

**RESOLUTION NO. 2026-\_\_**

**A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE SERVICES AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR THE FRONT STREET DOWNTOWN CONNECTION, RWRWTC PUMP UPGRADES, & LIGGETT ROAD PIPE UPSIZE PROJECTS**

**WHEREAS**, the Town of Castle Rock (the “Town”) and Burns & McDonnell Engineering Company, Inc. (the “Consultant”) are parties to the Town of Castle Rock Services Agreement (Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road and Pipe Upsize Projects – CRW) dated April 16, 2024 (the “Agreement”), to provide engineering and design services for the aforementioned projects; and

**WHEREAS**, pursuant to Resolution No. 2024-039, the Town Council approved the Agreement and authorized expenditure and payment for the Town’s financial obligations thereunder in a not-to-exceed amount of \$405,500.00, plus a Town-managed contingency in the amount of \$40,550.00, for a total authorization of \$446,050.00; and

**WHEREAS**, the Town and Consultant entered into the First Amendment to the Agreement (the “First Amendment”) dated April 11, 2025, to update the scope of services and to increase the payment amount, within the originally authorized contingency amount, by \$22,221.00; and

**WHEREAS**, the Town and Consultant then entered into the Second Amendment to the Agreement (the “Second Amendment”) dated June 3, 2025, to update the scope of services and increase the payment amount by \$149,178.00, which exceeded the scope of the remaining contingency amount of \$18,329.00; and

**WHEREAS**, pursuant to Resolution No. 2025-066, the Town Council approved the Second Amendment and authorized the expenditure and payment for the Town’s financial obligations thereunder for a total amount of \$595,228.00, consisting of a not-to-exceed amount of \$576,899.00 and a remaining contingency of \$18,329.00; and

**WHEREAS**, the Town and Consultant wish to further amend the Agreement (the “Third Amendment”) to extend the expiration date to March 31, 2027, to update the scope of services to provide for additional recommended engineering and design services, and to increase the payment amount by \$129,562.00; and

**WHEREAS**, subject to Town Council’s approval, the Town and the Consultant have agreed to the terms and conditions governing the Third Amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:**

**Section 1. Approval.** The Third Amendment to the Agreement between the Town and the Consultant is hereby approved in substantially the same form as presented at tonight’s meeting,

with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Third Amendment to the Agreement and any technical amendments thereto by and on behalf of the Town.

**Section 2. Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations under this Third Amendment to the Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed \$129,562.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Agreement, the First Amendment, the Second Amendment, and the Third Amendment to the Agreement, including the remaining contingency amount of \$18,329.00, is \$724,790.00. Any expenditure of the Town-managed contingency for purposes within the scope of the Agreement may be authorized through a technical amendment to the Agreement as provided in Section 1 of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 2nd day of June, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water