



**SECOND AMENDMENT TO TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Four Corners Intersection Improvement Project – Construction Management, Inspection
and Materials Testing – Public Works)**

DATE: September 17, 2024.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

ROCKSOL CONSULTING GROUP, INC., a New Mexico corporation, 12076 Grant St., Thornton, CO 80241 (“Consultant”) (Consultant is also referred to as “Contractor” in the Town of Castle Rock Services Agreement dated July 19, 2022. The Parties acknowledge that Rocksol Consulting Group, Inc. shall be held to the obligations it has assumed under the Agreement and its amendments regardless of which defined term is used).

RECITALS:

- I. The Town and Consultant entered into a Town of Castle Rock Services Agreement on July 19, 2022 and a First Amendatory Agreement on October 4, 2023 (collectively, the “Agreement”), to provide construction management services set forth in the Agreement, and attached hereto as ***Exhibit A-2***.
- II. The parties desire to amend the Agreement to increase payment to Consultant.
- III. The Town and Consultant wish to memorialize these changes in this Second Amendment to Town of Castle Rock Services Agreement (the “Second Amendment”).

TERMS:

1. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“ **Section 2. Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit B-1*** to the First Amendatory Agreement. The Town shall remit payment to Consultant within thirty (30) days receipt of such invoice. In no event shall cumulative payment to Consultant under this Agreement exceed **\$1,028,977.80**, unless authorized in writing by Town. ”
2. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:
EXHIBIT A-2 – AGREEMENT

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

David L. Corliss, Town Manager

Approved as to form:

Sarah Jean Rodger, Assistant Town Attorney

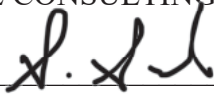
Approved as to content:

Daniel Sailer, Director of Public Works

CONSULTANT:

ROCKSOL CONSULTING GROUP, INC.

By: _____



Its: _____

President



EXHIBIT A-2

AGREEMENT



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Four Corners Intersection Improvement Project -
Construction Management, Inspection, and Materials Testing)**

DATE: July 19, 2022

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town").

ROCKSOL CONSULTING GROUP, INC., a New Mexico corporation, 12076 Grant St., Thornton, Colorado 80241 ("Consultant").

RECITALS:

- A. The Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Contractor shall provide construction management services in accordance with the scope of services attached as *Exhibit 1* ("Services").

Section 2. Payment. Contractor shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in *Exhibit 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Contractor exceed \$757,978.00, unless authorized in writing by Town.

Section 3. Term/Renewal. Contractor shall commence the Services November 1, 2022 and complete the Services by November 23, 2023. Provided, this Agreement may be renewed by the parties under the same terms and conditions for up to one additional one-year term by executing the Renewal Agreement, attached as *Exhibit 2* ("Renewal Term"). Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

The Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal



year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subcontractors. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Services. Contractor will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 6. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 7. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 8. Insurance. Contractor agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.



3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as **Exhibit 3** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

Section 9. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.



Section 10. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 11. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 14. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 15. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 16. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.



Section 18. Independent Contractor. Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

ATTEST:

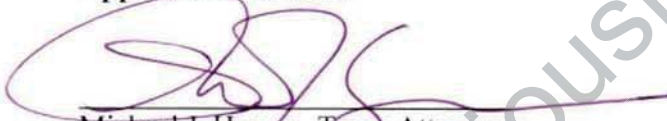
TOWN OF CASTLE ROCK


Lisa Anderson, Town Clerk


Jason Gray, Mayor

Approved as to form:

Approved as to content:


Michael J. Hyman, Town Attorney


Daniel Sailer, Director of Public Works

CONTRACTOR:

ROCKSOL CONSULTING GROUP, INC.

By: Saeid Saeb Digitally signed by Saeid Saeb
Date: 2022.06.16 14:46:07 -06'00'

Its: President





FIRST AMENDATORY AGREEMENT
(Four Corners Intersection Improvement Project – Construction Management, Inspection, and Materials Testing)

DATE: October 4, 2023.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

ROCKSOL CONSULTING GROUP, INC., a New Mexico corporation, 12076 Grant St., Thornton, Colorado 80241 (“Consultant”).

RECITALS:

- I. The Town and Consultant entered into a Service Agreement on July 19, 2022 (the “Agreement”), to provide construction management services set forth in the Agreement, and attached hereto as ***Exhibit A-1***.
- II. The parties desire to amend the Agreement to extend the duration of the Agreement and incorporate a new rate schedule.
- III. Through Resolution No. 2022-080, Town Council approved the Agreement and provided that technical changes or modifications thereto may be approved by the Town manager in consultation with the Town Attorney.
- IV. The Town and Consultant wish to memorialize this change in this First Amendatory Agreement to the Agreement (“First Amendatory Agreement”).

TERMS:

1. **Amendment.** Section 3 of the Agreement is amended to read as follows:


“3. Term/Completion. The term of this Agreement shall commence upon execution of this Agreement and expire on February 28, 2025 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement for no more than five (5) years under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.”

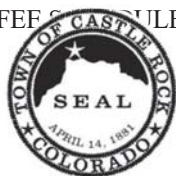
2. **Amendment.** The parties wish to incorporate a new rate and fee schedule, attached as ***Exhibit B-1***.
3. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.



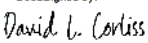
ATTACHED EXHIBITS: DS
EXHIBIT A-1 – AGREEMENT
EXHIBIT B-1 – RATE AND FEE SCHEDULE

ATTEST:

DocuSigned by:

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Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

DocuSigned by:

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David L. Coriiss, Town Manager

Approved as to form:

DocuSigned by:

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Jenny Nelson, Assistant Town Attorney

Approved as to content:

DocuSigned by:

74A23447BA70B16C...
Daniel Sailer, Director of Public Works

CONSULTANT:

ROCKSOL CONSULTING GROUP, INC.

By: 

Its: President

Previously Executed



EXHIBIT A-1

AGREEMENT

Previously Executed



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT**

**(Four Corners Intersection Improvement Project -
Construction Management, Inspection, and Materials Testing)**

DATE: July 19, 2022

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town").

ROCKSOL CONSULTING GROUP, INC., a New Mexico corporation, 12076 Grant St., Thornton, Colorado 80241 ("Consultant").

RECITALS:

- A. The Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Contractor shall provide construction management services in accordance with the scope of services attached as **Exhibit 1** ("Services").

Section 2. Payment. Contractor shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in **Exhibit 1**. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Contractor exceed \$757,978.00, unless authorized in writing by Town.

Section 3. Term/Renewal. Contractor shall commence the Services November 1, 2022 and complete the Services by November 23, 2023. Provided, this Agreement may be renewed by the parties under the same terms and conditions for up to one additional one-year term by executing the Renewal Agreement, attached as **Exhibit 2** ("Renewal Term"). Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

The Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal



year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subcontractors. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Services. Contractor will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 6. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 7. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 8. Insurance. Contractor agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.



3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as **Exhibit 3** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

Section 9. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.



Section 10. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 11. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 14. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 15. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 16. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.




Section 18. Independent Contractor. Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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


Daniel Sailer, Director of Public Works

CONTRACTOR:

ROCKSOL CONSULTING GROUP, INC.

By: Saeid Saeb Digitally signed by Saeid Saeb
Date: 2022.06.16 14:46:07 -06'00'

Its: President



**EXHIBIT B-1****RATE AND FEE SCHEDULE**

RockSol Consulting Group, Inc.
Estimate for project management for construction

Castle Rock, Colorado
Prepared August 30, 2023

<i>Labor</i>	<i>Rate/Hour Original</i>	<i>Rate/Hour 1-Nov-23</i>
Principal/Project Manager	\$249.80	\$ 264.79
Senior Project Engineer	\$201.90	\$ 214.01
Project Engineer III	\$191.04	\$ 202.50
Project Engineer II	\$132.50	\$ 140.45
Project Engineer I	\$107.27	\$ 113.71
Inspector/Tester	\$95.10	\$ 100.81
Tester	\$68.80	\$ 72.93
Materials Specialist	\$146.80	\$ 155.61
Administration	\$97.70	\$ 103.56
Project Control	\$117.50	\$ 124.55
Documentation Specialist	\$120.30	\$ 127.52
Inspector	\$146.90	\$ 155.71
Senior Inspector	\$163.60	\$ 173.42