

**SECOND AMENDMENT TO THE
TOWN OF CASTLE ROCK
SERVICE AGREEMENT
(Recreation Feasibility Study)**

DATE: _____.

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

BARKER RINKER SEACAT ARCHITECTURE, P.C., a Colorado corporation, 3457 Ringsby Court, Unit 200, Denver, Colorado 80216 (“Contractor”).

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Services Agreement (Recreation Feasibility Study), dated September 4, 2020 (the “Agreement”) and the First Amendment to the Town of Castle Rock Services Agreement (Recreation Feasibility Study), both attached as ***Exhibit A-1***.
- B. The Town and the Contractor seek to increase the project funds by \$6,390.00 for a total cumulative amount not to exceed \$56,269.00.
- D. The Town and Contractor wish to memorialize these changes in this Second Amendment to the Agreement (“Second Amendment Agreement”).

TERMS:

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

Section 1. Scope of Services. Contractor shall provide professional consulting services related to the Town of Castle Rock Recreation Feasibility Study as described in Contractor’s proposal attached as ***Exhibit 1*** and ***Exhibit 2*** to the Agreement, the First Renewal Agreement, and ***Exhibit B-1*** to the Second Amendment Agreement (“Services”).

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

Section 2. Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1*** and ***Exhibit 2*** to the Agreement, the First Renewal Agreement, and ***Exhibit B-1*** to the Second Amendment Agreement. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed \$56,269.00, unless authorized in writing by Town.



Section 3. Ratification. In all other respects, the Agreement shall remain in full force and effect.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Jeff Brauer, Director of Park and Recreation

BARKER RINKER SEACAT ARCHITECTURE, P.C.

By: _____

Its: _____
BRS - Principal in Charge

**EXHIBIT A-1 to Second Amendment Agreement****FIRST AMENDMENT TO THE
TOWN OF CASTLE ROCK
SERVICE AGREEMENT
(Recreation Feasibility Study)**

DATE: *Nunc pro tunc* March 30, 2021

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

BARKER RINKER SEACAT ARCHITECTURE, P.C., a Colorado corporation, 3457 Ringsby Court, Unit 200, Denver, Colorado 80216 (“Contractor”).

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Services Agreement (Recreation Feasibility Study), dated September 4, 2020 (the “Agreement”), and attached as *Exhibit A*.
- B. The Town and the Contractor seek to extend the duration of the Agreement to March 30, 2023.
- C. The Town and Contractor wish to re-allocate the unbilled contract fee original assigned for a public survey task and market analysis to an additional conceptual design task.
- D. The Town and Contractor wish to memorialize these changes in this First Amendment to the Agreement (“Amendment Agreement”).

TERMS:

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

Section 3. Completion. Contractor shall commence the Services upon execution of this Agreement and complete the Services by March 30, 2023. 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.

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.



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 2. Amendment. *Exhibits 1 and 2* of the Agreement are amended to include the following additional fee and scope:

DESCRIPTION

All A/E services required to complete this ASP shall be Additional Services in accordance with the Owner/Architect Agreement, and are summarized as follows:

Scope of Services: The Client has requested that BRS provided continued development of the Feasibility Study concept design based on the selected Acme Brick site and the potential partnership between the Town and Confluence Companies' development on this selected site.

BRS is proposing to adjust the unbilled contract fee originally assigned for a Public Survey Task and Market Analysis Task to an additional conceptual design Task. The Net contract amount of \$49,879 will not change. The allocation of unbilled funds will shift to BRS scope to continue work with Confluence Companies in further refinement of the conceptual design.

Feasibility Study

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Basic Services					
Work Period 1 & Workshop 1	9,430.00	100.00	9,430.00	9,430.00	0.00
Work Period 2 & Workshop 2	11,310.00	100.00	11,310.00	11,310.00	0.00
Work Period 3 & Workshop 3	9,150.00	100.00	9,150.00	9,150.00	0.00
Work Period 4 & Study Presentation	3,715.00	100.00	3,715.00	3,715.00	0.00
Work Period 5 & Final Report	1,815.00	100.00	1,815.00	1,815.00	0.00
Market & Operational Analysis	2,500.00	100.00	2,500.00	2,500.00	0.00
Updated Concept Design with Proposed Site	12,159.00	0.00	0.00	0.00	0.00
Subtotal	49,879.00	75.62	37,720.00	37,720.00	0.00
Total	49,879.00	75.62	37,720.00	37,720.00	0.00

Section 3. Certificate of Insurance. Contractor's Certification of Insurance for the 2022 year is attached as *Exhibit B*.

Section 4. Ratification. In all other respects, the Agreement shall remain in full force and effect.

ATTEST:

TOWN OF CASTLE ROCK



Lisa Anderson

Lisa Anderson, Town Clerk

David L. Corliss

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

DocuSigned by:

Michael J. Hyman

Michael J. Hyman, Town Attorney

DocuSigned by:

Jeff Brauer

Jeff Brauer, Director Parks and Recreation



BARKER RINKER SEACAT ARCHITECTURE, P.C.

By: _____

Its: _____

Operations Partner, Principal

EXHIBIT A to Amendment Agreement

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Recreation Feasibility Study)**

DATE: September 4, 2020.

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

Barker Rinker Seacat Architecture, 3457 Ringsby Court, Unit 200 Denver, CO 80216 (“Contractor”).

RECITALS:

- A. The Town issued a Request for Proposals from qualified contractors with expertise in Architectural services.
- B. Contractor timely submitted its proposal.
- C. 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 professional consulting services related to the Town of Castle Rock Recreation Feasibility Study as described in Contractor’s proposal attached as ***Exhibit 1 and Exhibit 2*** (“Services”).

Section 2. Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed \$49,879, unless authorized in writing by Town.

Section 3. Completion. Contractor shall commence the Services upon execution of this agreement and complete the Services by March 31, 2021. 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.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. In addition, this Agreement shall terminate December 31, 2020 in the event funds to support payment under the Agreement are not appropriated for calendar year 2021. 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. 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 5. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 6. 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 7. Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Contractor is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. §8-17.5-102, Town may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

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.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as additional insureds. 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 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.

E. 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 \$387,000 per person, per occurrence, \$1,093,000 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 9. 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 10. 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 11. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 12. 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 13. 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 14. 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.

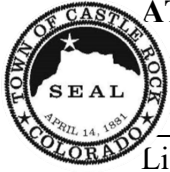
Section 15. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 17. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. 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 18. 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.

DS



ATTEST:

DocuSigned by:

Lisa Anderson

9/8/2020 | 9:14 AM MDT

298A8A4EDEF34F...

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:

David L. Corliss

9/8/2020 | 9:07 AM MDT

4D85C3E03AB54F0...

David Corliss, Town Manager

Approved as to form:

DocuSigned by:

Michael J. Hyman

9/4/2020 | 1:36 PM MDT

E7347F32A6794D1...

Michael J. Hyman, Town Attorney

DocuSigned by:

Jeff Brauer

9/4/2020 | 1:08 PM MDT

2D9AEE5C1E36420...

Jeff Brauer, Director of Parks and Recreation

CONTRACTOR:

Barker Rinker Seacat Architecture

By:

C. Brauer

Craig Bouck, Partner, Principal

EXHIBIT 1 - FEE PROPOSAL SUMMARY

Recreation Center Fee Proposal

Scope of Work Task	BRS PIC - Zach	BRS PM - Craig	BRS Designer - Dedy Rusli	Ballard King	National Research Center	Cost
	Hours by Role					
	\$ 230	\$ 230	\$ 140	\$ 175	\$7,965	
Public Process						
Three public meetings & Prep	9.5	13	3			\$ 5,595
Three stakeholder meetings & Prep	16.75	12.75		4		\$ 7,485
Develop purpose and goals	4	5				\$ 2,070
Develop project schedule	4.5	1.25				\$ 1,323
Market Analysis						
Service area identification				1		\$ 175
Incorporate Castle Rock demographic information and community profile				6		\$ 1,050
Complete a random statistically valid survey (single phase)					(lump sum)	\$7,965
Provide a competitive market analysis				4		\$ 700
Provide a market segment determination and analysis				1		\$ 175
Programming						
Review existing facilities, programs and services	8.25	4	0.5			\$ 2,888
Gather information about desired recreation activities and amenities	4	3.5				\$ 1,725
Develop programming concept design ideas based upon Owner’s needs and community input / community demand	9	3				\$ 2,760
Conceptual layout						
Provide a spatial relationship for program elements	4.5	3.5	22			\$ 4,920
Create phasing options	0.5	0.5	6			\$ 1,070
Cost Estimate						
Provide all site costs including FF&E estimate and start-up costs	4	1	0.5			\$ 1,220
Provide a detailed cost estimate	5	1				\$ 1,380
Operational Analysis						
Complete attendance estimates				2		\$ 350
Develop fee structure				4		\$ 700
Provide revenue projections				5		\$ 875
Provide operations and maintenance projections				5		\$ 875
Revenue and expense Pro Forma				2.25		\$ 394
Review current operations of existing recreation facilities and analyze potential joint pass pricing.				3		\$ 525
Final Reporting						
Compile all survey information and develop presentable results	2					\$ 460
Final report including interpretation of all data including executive summary	7	1.5	6			\$ 2,795
Business plan including phasing opportunities and conceptual layouts	1			1		\$ 405
Total Cost	\$ 18,400	\$ 11,500	\$ 5,320	\$ 6,694	\$ 7,965	\$ 49,879
Please note: all reimbursable expenses (travel, meals, in-housing printing) are included within the total fee	80	50	38	38.25	(lump sum)	

[illegible]

Activity / Timeline	Scope Description (Tasks & Products)	Participants
3.1 Nov. 23, 2020 - January 8, 2021	<u>Work Period #3 - Draft Program Priorities & Integrate into Plans with Selected Site. Draft Market Analysis & Proforma Data</u> <ul style="list-style-type: none"> Create meeting minutes and distribute Finalize Vision Statement for review Finalize final site requirements for new facility (Parking / Utilities / Access, Etc.) Refine project program for overall project, and phasing as needed Refine project Budget Model (Cost Estimates) spreadsheet and capital cost estimate for construction based on work to date and priority 'wish list' Develop Concept plans for facility and future additions Develop Code & Permitting overview analysis Create Draft materials for Preliminary Report <ul style="list-style-type: none"> Refine updated program and space elements Develop phasing options Develop presentation plans based on Workshop #2 Update detailed project schedule Draft cost recovery / expense operation model / Pro Forma Draft Draft Market Analysis investigation Draft Fee Structure Comparisons/Analysis Client Check in Phone Call 	BRS BRS BRS BRS BRS BRS BRS BRS BRS BK BK BK TCR / BRS BRS
3.2 Wk of Jan. 18th, 2021	<u>Stakeholder Workshop #3 - Review Preliminary Draft Report</u> <ul style="list-style-type: none"> Executive Team Meeting with TCR: Stakeholder Meeting #3 <ul style="list-style-type: none"> Commit Project mission, vision, goals and objectives Confirm Project Program for new facility and future phases, Concept Plan Design, Potential Phasing, Adjacency for building and future site Confirm Preliminary Total Project Budget Model (Cost Estimates) Confirm Market Analysis Findings Confirm Fee Structure Analysis Confirm Community Partnerships / Involvement Confirm Operational Pro Forma. 	TCR / BRS / BK Travel
4.1 January 25, 2021 February 19, 2021	<u>Work Period #4 - Finalize Program, Phasing, Site and Concept Plans, Market Analysis & Proforma</u> <ul style="list-style-type: none"> Create meeting minutes and distribute Provide final edits to the preliminary report based on review and comments from Executive Team Create Final Presentation 	 BRS BRS/BK BRS
4.2 Wk of Feb. 22nd, 2021 Public Meeting #3	<u>Feasibility Study Presentation</u> <ul style="list-style-type: none"> Team to present the feasibility Study overview : Gather Feedback from Client Group & Stakeholders present 	BRS TCR/BRS Travel
5.1 March 1, 2021 March 12, 2021	<u>Work Period #5 - Adjust final Report based on Presentation Feedback</u> <ul style="list-style-type: none"> Gather Feedback from Client Group & Stakeholders at Feasibility Study Presentation: <ul style="list-style-type: none"> Commit Project mission, vision, goals and objectives Commit Project Program, plan(s) and adjacencies Commit to building concept plan and phasing options Commit Project Conceptual Cost Budget Commit Market Analysis Commit Benchmarking Data Commit Pro forma Analysis Compile and transmit final report 	TCR BRS BRS BRS BRS BK BK BK BRS
5.2 Wk of March 22nd, 2021	<u>Final Study Completion</u> <ul style="list-style-type: none"> Issue Final Recreation Center Feasibility Study to Town of Castle Rock by end of March 2021 <ul style="list-style-type: none"> All files will be in digital format suitable for printing and websites 	BRS



EXHIBIT B to Amendment Agreement

CERTIFICATE OF INSURANCE

EXHIBIT B-1 to Second Amendment Agreement

SERVICES AND FEE SCHEDULE

Contractor shall complete the following additional Services for the Town:

DESCRIPTION

All A/E services required to complete this ASP shall be Additional Services in accordance with the Owner/Architect Agreement, and are summarized as follows:

Scope of Services: This additional service request it to provide the following services not originally covered in the initial proposal.

1. Provide additional revisions to the "Draft" feasibility report further incorporating concept design changes related to incorporation of the facility into the Acme Development site in addition to revisions to the financing options, executive summary and section headings. – 25.5 hours spent (\$2,940)
2. Provide ongoing attendance at the Confluence Builders Development Team weekly meetings, including coordination and design integration input at subsequent meetings (8 weeks: May through June). – 10 hours (\$2,300)
3. Attend public input session / presentation on June 14th in Castle Rock, including prep. and travel. – 5 hours (\$1,150)

SERVICE FEES	FEE	NOTES	SCHEDULE	
Barker Rinker Seacat Architecture	\$6,390		Start	5/1/2022
			End	7/1/2022
TOTAL	\$ 6,390		Duration	
Reimbursable Expenses	\$0.00			