

**FIRST AMENDMENT TO THE SERVICE CONTRACT BETWEEN
THE TOWN OF CASTLE ROCK
AND NORRIS DESIGN**

DATE: _____, 2019.

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

NORRIS DESIGN, a Colorado corporation, 1101 Bannock Street, Denver, Colorado 80204 (“Consultant”).

RECITALS:

A. The Town and the Consultant are parties to the Service Agreement between the Town of Castle Rock and Norris Design, dated July 1, 2019 (“Contract”).

B. Town engaged Consultant to provide the services that are fully described in the Contract and attached Exhibits.

C. The parties desire to amend the Contract to include the second phase of the design project, which includes phase 1 construction documents, bid specifications, and construction administration, as well as additional design elements and concepts arising out of the public process related to the first phase.

TERMS:

Section 1. Amendment. The Contract is amended to revise the **Scope of Services** provided by the Consultant as follows:

Consultant shall provide professional services for the second phase of the design project, which includes phase 1 construction documents, bid specifications, and construction administration, as well as additional design elements and concepts arising out of the public process related to the first phase master plan design services related to the Cobblestone Ranch Neighborhood Park, in accordance with Consultant’s proposal attached as ***Exhibit 1*** (“Services”), to the Contract.

Section 2. Amendment. The Contract is amended to revise the **Payment** to Consultant as follows:

Consultant shall invoice Town for the Services rendered on a monthly basis in accordance with the rate and fee scheduled identified in ***Exhibit 2***, to the Contract. Town shall pay such invoices within 30 days of receipt of such invoice. In no event shall the payment to Consultant exceed \$221,800, for the second phase of the design project, which includes phase 1 construction documents, bid specifications, and construction administration, related to the Cobblestone Ranch Neighborhood Park, in accordance with Consultant’s proposal attached, unless authorized in writing by Town. And, in no event, shall the total cumulative payment exceed \$281,400, unless authorized in writing by Town.

Section 3. Amendment. The Contract is amended to revise the **Completion** of services as follows:

Consultant shall commence the Services upon execution of this Agreement and complete the Services no later than December 31, 2021. Consultant shall devote adequate resources to assure timely completion of the Services. 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.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. 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. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Ratification. In all other respects, the Contract 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:

Robert J. Slentz, Town Attorney

Jeff Brauer, Director of Parks & Recreation

CONSULTANT:

NORRIS DESIGN
a Colorado corporation

By: _____

Its: _____