

## AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (“Designer” or “Contractor”), and the Town of Leesburg, Virginia, (“Town”), collectively referred to as the “Parties.”

WHEREAS, the Designer and the Town entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (the “Contract”); and

WHEREAS, in response to changes in Virginia Code requirements related to entry onto affected property, the Town has requested that the Designer perform additional duties not included in the Contract, to facilitate compliance with Virginia Code § 25.1-203, as most recently revised in 2019; and

WHEREAS, the Town and the Designer agree that it is in their respective best interests for the Designer to perform the additional services requested by the Town upon the terms set forth in this Amendment.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Contract is hereby amended as follows:

1. Terminology. The term “Contractor” as used in this Amendment hereof shall have the same meaning as the term “Designer” as used in the Contract. All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Contract.
2. Liability of Contractor. In addition to and not in limitation of the obligations of Contractor under Section 2.17 of the Contract, Contractor shall be liable to the Town for all damages attributable to any negligent acts of commission or omission of the Contractor, or of its employees, agents, or Lower-tier Entities, in connection with the Notification Services, including but not limited to: all costs (including reasonable attorney fees) incurred by the Town in defending any statutory damages claim brought by a property owner under Virginia Code § 25.1-203, and any and all statutory damages, attorney fees, court costs, or expert fees awarded to any property owner under Virginia Code § 25.1-203(E) in any such action.
3. Indemnification by Contractor. Negligent acts or omissions of Contractor, or of its employees, agents, or Lower-tier Entities in connection with the Notification Services, shall be subject to the indemnification provisions of section 2.18 of the Contract; indemnification by Contractor for such negligent acts or omissions in connection with the Notification Services shall include, but not be limited to, all costs (including reasonable attorney fees) incurred by the Town in defending any statutory damages claim brought by a property owner under Virginia Code § 25.1-203, and any and all statutory damages, attorney fees, court costs, or expert fees awarded to any property owner under Virginia Code § 25.1-203(E) in any such action.

4. Disclaimer of Town Liability. In addition to and not in limitation of the provisions of Section 2.20 of the Contract, the Town shall at no time be legally responsible in the event that entry onto any affected property by Contractor, its employees, agents, or Lower-tier Entities, in connection with the Notification Services, is deemed by any court of competent jurisdiction to have been in violation of Virginia Code § 25.1-203, and/or such entry is deemed to be a trespass.
  
5. Interpretation. In the event of a conflict between the provisions of this Amendment and any provision of the Contract, the provisions of this Amendment shall control. All other provisions of the Contract not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered effective as of the day and year written above.

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TOWN OF LEESBURG, VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Title: Town Attorney