

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **COMPRI CONSULTING, INC.**, a Colorado corporation whose address is 2601 Blake Street, Suite 110, Denver, CO 80205 (the "Consultant"). Each party may individually be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 29, 2008, relating to on call resources to supplement Technology Service teams (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the compensation to the Consultant, update certain insurance language and to acknowledge the Consultant's change of address as stated in the first paragraph above; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Article 2 of the Agreement entitled "TERM" is hereby amended to read as follows:

"2. **TERM:** The term of the Agreement is from April 1, 2008 through December 31, 2012, unless terminated earlier pursuant to the provisions of this Agreement."

2. That article 3D(i) of the Agreement entitled "MAXIMUM CONTRACT LIABILITY" is hereby amended to read as follows:

"D. MAXIMUM CONTRACT LIABILITY:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **Five Hundred Sixty Five Thousand Dollars (\$565,000.00)** (the "Maximum Contract Amount"). The Consultant acknowledges that the City is not obligated to execute an Agreement or an amendment to the Consultant for any further services and that any services performed by Consultant beyond that specifically described in an Order are performed at the Consultant's risk and without authorization under this Agreement."

3. Article 12 B of the Agreement entitled "Proof of Insurance" is hereby amended to read as follows:

08-381-A

“12. **INSURANCE:**

B. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant certifies that the attached certificate of insurance (preferably an ACORD certificate of insurance) complies with all insurance requirements of this Agreement. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: *Walter Rausi*
Chief Information Officer

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Finance
Contract Control No. OC84023(1)

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

COMPRI CONSULTING, INC

Taxpayer (IRS) I.D. No. 84-1209929

By: *John Norris*

Name: JOHN NORRIS
(please print)

Title: MANAGER CLIENT ACCOUNTS

“CONSULTANT”



CERTIFICATE OF LIABILITY INSURANCE

OP ID 15

DATE (MM/DD/YYYY)

08/10/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lawson Insurance Agency, Inc. 7675 W. 14th Avenue #201 Lakewood CO 80214 Phone: 303-238-4381 Fax: 303-232-1694		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: COMPR-2		FAX (A/C, No): NAIC #	
INSURED COMPRI CONSULTING, Inc. COMPRI TECHNICAL STAFFING INC 2601 BLAKE ST SUITE 110 DENVER CO 80205		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Safeco Business Insurance		24724	
		INSURER B: Safeco Insurance Company		24724	
		INSURER C: Allied World Assurance Co.			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDED/DELETED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCTY <input type="checkbox"/> LOC		01 CH 684131	01/08/10	01/08/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01 CH 684131	01/08/10	01/08/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		01WC041762	02/01/10	02/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROF. LIABILITY		SG 01049001	03/01/10	03/01/11	PROF LIAB 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

CITY AND COUNTY OF DENVER 201 W COLFAX AVE. DEPT 301 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Lawson <i>Jim Lawson</i>
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