

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
PROJECT MANAGEMENT**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**CITY**”), and **WEMBER INC.**, a Colorado corporation with a principal address of 7525 S. Jasmine Court, Centennial, Colorado 80112 (the “**PROJECT MANAGER**”).

RECITALS:

1. On October 12, 2011, the City and the Project Manager entered into an Agreement (Contract Control Number 201102693).

2. The City and the Project Manager desire to amend the Agreement to add compensation and to add Exhibit C-1 Project Budget.

NOW, THEREFORE, in consideration of the recitals set forth above, which are deemed a material and substantive part of this Agreement, the City and Project Manager agree as follows:

A. That Paragraph 11.2. entitled “**Basic Services**” is hereby amended to read as follows:

11.2. Basic Services. An hourly fee not to exceed **SIX HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$682,358.00)**, which sum shall include all fees for services performed by the Project Manager (“Basic Services”) pursuant to the terms of this Agreement. All pre-approved additional services and all reimbursable expenses (defined herein) incurred by the Project Manager during the course of the Project shall be paid separately. The Project Manager is undertaking this Project for an hourly not to exceed fee, maximum fee for each Project, as more specifically set forth in *Exhibit B, C, and C-1* and the total obligation of the City shall in no event extend beyond payment of the amounts duly and lawfully appropriated and encumbered for the purposes of the Agreement.

B. That Paragraph 11.4.1. entitled “**Payments for Additional Services**” is hereby amended to read as follows:

11.4.1. Payments for Additional Services. For authorized and pre-approved Contingent Additional Services, the Project Manager shall be compensated on a lump sum basis, except where such services are authorized and pre-approved to be performed on an hourly rate basis, in accordance with the applicable hourly rate scheduled attached hereto as Exhibit A. In no event, however, shall the total amount paid to the Project Manager for pre-approved Contingent Additional Services exceed the sum of **FORTY THREE THOUSAND FOURTEEN AND NO/100 DOLLARS (\$43,014.00)**.

C. That Paragraph 11.6. entitled “**Maximum Contract Amount**” is hereby amended to read as follows:

11.6. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Project Manager under this Agreement shall in no event exceed the sum of **SEVEN HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$726,372.00)**.

D. That Paragraph 11.9. entitled “**Funding**” is hereby amended to read as follows:

11.9. Funding. It is expressly understood and agreed that the Project Manager is undertaking this Project for an hourly not to exceed fee for the Basic Services component of the Project, plus reasonable pre-approved expenses and additional pre-approved services, and that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully appropriated and encumbered for the purposes of the Agreement or the maximum contract amount per phase set forth above. The City has, as of the date first set forth above, **SEVEN HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$726,372.00)** for the purposes of this Agreement. The Project Manager understands and agrees that the provision of any services by the Project Manager, which would cause the total amount payable to the Project Manager to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Project Manager would cause the amount payable to the Project Manager to exceed such amounts, the Project Manager agrees to give to the Project Manager at least two (2) weeks’ notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Project Manager agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement, and amounts which remain available for payment to the Project Manager.

It shall be the responsibility of the Project Manager to verify that the amounts already appropriated are sufficient to cover the entire costs of such work, and any work undertaken or performed in excess of the amount appropriated and encumbered is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Project Manager’s own risk.

E. That Paragraph 16.4. entitled “**Supplemental Documents**” is hereby amended to read as follows:

16.4. Supplemental Documents. The following documents are attached hereto, incorporated herein and made a part of this Agreement:

- Exhibit A: Scope of Services
- Exhibit B: Key Personnel
- Exhibit C: Project Budget
- Exhibit C-1: Project Budget
- Exhibit D: Insurance Certificate

The terms and conditions of this Agreement shall control over any contradictory or inconsistent terms and conditions that may be found or contained in the above referenced attached or incorporated Exhibits.

F. That Paragraph 16.11. entitled “**Term.**” is hereby amended to read as follows:

16.11. Term. The term of this Agreement shall commence upon written Notice to Proceed from the City to Project Manager and end upon final completion of the services to be provided by the Project Manager, but in no event later than June 30, 2015. The Insurance and Indemnification provisions of this Agreement shall survive the term.

G. Except as expressly provided in this Agreement, the Agreement is ratified and confirmed and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201102693-01

Contractor Name: WEMBER INC

By: 

Name: PAUL D WEMBER
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT C-1

PROJECT BUDGET

Program	Category	Project	Description	Basic Services	Reim Expenses	Total
2007 Better Denver Bond Program	Libraries	Green Valley Ranch Branch Library	New branch library in Green Valley Ranch	\$ 12,865.00	\$ -	\$ 12,865.00
2007 Better Denver Bond Program	Libraries	Stapleton Branch Library	New branch library in Stapleton	\$ 150,121.00	\$ -	\$150,121.00
2007 Better Denver Bond Program	Libraries	West Denver Branch Library	New branch library in West Denver	\$ 519,372.00	\$ 1,000.00	\$520,372.00
Total				\$ 682,358.00	\$ 1,000.00	\$683,358.00
		Additional Services				\$ 43,014.00
		Maximum Contract Amount				\$726,372.00