

FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (the “Amendment”) is made and entered into as of this ____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (The “County”), and **WEMBER, INC.**, authorized to do business in Colorado (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated July 3, 2025, (the “Contract”) for the Contractor to provide project management/Owners Representative for Phase Ia: off-site improvements, and Phase Ib: on-site work for Zebulon Sports Complex. The Consultant will work with the County to build the team, generate scheduling (including phasing), generate a master budget, and work to gain consensus on the project budget, scope, and schedule at the completion of schematic design; and

WHEREAS, the Contract had an original maximum contract expenditure of \$71,690.00 and term from June 24, 2025, through December 31, 2026; and

WHEREAS, the Parties desire to amend the Contract the first time by increasing the Maximum Contract Expenditure, and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

WHEREAS, the Parties have now determined that additional clarifications are needed; and

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND ZERO CENTS (\$137,544.00)**. The funds appropriated for this First Amendment are **SIXTY FIVE THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS (\$65,854.00)** for the fiscal year 2025/2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Exhibit B is replaced with **Exhibit B-1**.
5. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract and First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this First Amendment.
6. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

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EXHIBIT B-1
METHOD OF PAYMENT

Original Total for Services: \$71,690.00.

Additional Services:

1. **November 2025** – \$16,184
2. **December 2025** – \$16,184
3. **January 2026** – \$16,743 (*reflecting 2026 hourly rate adjustment*)
4. **February 2026** – \$16,743