

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”)** is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **URS CORPORATION**, a Nevada corporation authorized to do business in Colorado (the “Consultant”).

### **WITNESSETH:**

**WHEREAS**, the parties entered into an Agreement dated November 8, 2013, for professional services to assist Denver International Airport with transportation planning and engineering services related to the Peña Boulevard Corridor Transportation Study (the “**Existing Agreement**”); and

**WHEREAS**, the parties desire to amend the Existing Agreement as provided below;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Section 5 of the Existing Agreement, entitled “Term,” is hereby amended and restated to read as follows:

“5. **TERM**. The Term of this Agreement shall commence on November 13, 2013, and shall terminate November 30, 2017, unless sooner terminated as provided in this agreement. Should for any reason the Term expire prior to the completion by Consultant of a task, then in the City’s sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.”

2. The Consultant’s address and contact in Section 21 of the Existing agreement is changed to the following:

URS  
6200 South Quebec Street  
Greenwood Village, Colorado 80111  
Name: Mark Schaefer  
Phone: 303-796-4761  
Email Address: Mark.Schaefer@aecom.com

3. The Exhibit B to the Existing Agreement is hereby deleted and replaced with the Exhibit B attached to this First Amendment to Agreement.

4. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here, and are hereby ratified and reaffirmed.

5. This First Amendment to Agreement shall not become effective or binding on the City until approved by the City Council if required by the City's Charter, and fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGES AND EXHIBIT FOLLOW]**

**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:** PLANE-201309450-01

**Contractor Name:** URS CORPORATION

By: Mc

Name: Mark C. Schaefer  
(please print)

Title: Vice President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Exhibit B  
LIST OF BILLING RATES**

**Firm Name: URS Corporation**

<b>Labor Classification</b>	<b>Experience Level</b>	<b>Hourly Billing Rate</b>
Principal		\$ 260
Sr. Project Manager	1	\$ 190
	2	\$ 210
	3	\$ 230
	4	\$ 240
Project Manager	1	\$ 140
	2	\$ 150
	3	\$ 160
	4	\$ 175
Staff Engineer	1	\$ 100
	2	\$ 110
	3	\$ 120
	4	\$ 130
Project Assistant/Support Staff	1	\$ 52
	2	\$ 65
	3	\$ 80
	4	\$ 86
	5	\$ 105
	6	\$ 110
	7	\$ 125
	8	\$ 135
	9	\$ 145
	10	\$ 155

**REIMBURSABLE EXPENSES**

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, only when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially this Agreement for the benefit of the City will be charged at cost plus Five Percent (5%).

**List of Expenses**

<b>Item</b>	<b>Charge Rate</b>
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost