

**SECOND AMENDATORY PROFESSIONAL SERVICES AGREEMENT
PROJECT MANAGEMENT**

THIS SECOND AMENDATORY PROFESSIONAL SERVICES AGREEMENT made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “CITY”), and **JACOBS PROJECT MANAGEMENT CO.**, with a principal address of 1527 Cole Boulevard, Golden, Colorado 80401 (the “PROJECT MANAGER”).

RECITALS:

A. The City and Project Manager entered into a Professional Services Agreement dated February 10, 2009, (the “Agreement”) that provides for the project management of the planning, design, construction, and equipping of the Denver Municipal Animal Shelter Project and the Traffic Operations and Police Firing Range Relocation Project (jointly, the “Bond Projects”), and the relocation of the Public Works Operations at Decatur and Fox Park Avenue (jointly, the “Capital Improvement Program Projects”), which Agreement was amended by an Amendatory Professional Services Agreement dated March 30, 2010 to add the Central Park Boulevard Project. The Bond Projects and Capital Improvement Program Projects are referred to herein jointly as the “Projects.”

B. The City and the Project Manager wish to amend the Agreement to add the 14th Street Streetscape/Sidewalk and Reconstruction Project, to extend the term of the Agreement, and to otherwise amend the Agreement as further stated below.

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 Manger agree as follows:

1. Section **1.4, The Project**, is amended in its entirety to read as follows:

“1.4. The Project.

1.4.1. The Project includes the following:

- Denver Municipal Animal Shelter – Replace existing functionally obsolete and noncompliant animal shelter with a new shelter to temporarily house stray dogs and cats, as well as accommodate the regulatory functions of the agency.
- Traffic Operations and Police Firing Range Relocation – Replace the existing Police Traffic Operations Facility and Firing Range, which are now located at the Decatur Facility to its new location.
- Relocate Public Works Operations at Decatur – Relocate to Central Platte Campus: Street Maintenance, Solid Waste, Fleet Maintenance and Public Works Traffic Operations currently located at 1390 Decatur.
- Central Park Boulevard – Design and build road, as described further in *Exhibit A-1*. All references herein to *Exhibit A* shall include *Exhibit A-1*.”
- 14th Street Streetscape/Sidewalk and Reconstruction – Project management and other related technical services
- Project management and other related technical services for other City of Denver projects as needed.

2. Section 8.5, **No Employment of Illegal Aliens to Perform Work Under the Agreement**, is amended to read in its entirety as follows:

“8.5 No Employment of Illegal Aliens to Perform Work Under the Agreement.

8.51 This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

8.5.2 The Project Manager certifies that:

8.5.2.1 At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

8.5.2.2 It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

8.5.3 The Project Manager also agrees and represents that:

8.5.3.1 It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

8.5.3.2 It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Project Manager that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

8.5.3.3 It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

8.5.3.4 It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Project Manager to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

8.5.3.5 If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Project Manager will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

8.5.3.6 It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

8.5.4 The Project Manager is liable for any violations as provided in the Certification Ordinance. If Project Manager violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Project Manager shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Project Manager from submitting bids or proposals for future contracts with the City.”

3. Section **16.11, Term**, of the Agreement is hereby amended to read in its entirety 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 1, 2013. The Insurance and Indemnification provisions of this Agreement shall survive the term.”

4. A new Section is added to the Agreement and reads as follows:

“16.20 Electronic Signatures and Electronic Records. Project Manager consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

5. That except as amended herein, the Agreement is affirmed and ratified in each and every particular.

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Contract Control Number:

Vendor Name:

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: CE85030

Vendor Name: JACOBS PROJECT MANAGEMENT CO

By: Charles Cramm

Name: Charles Cramm
(please print)

Title: Regional Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

