

**ASSIGNMENT AND FOURTH AMENDATORY AGREEMENT**

**THIS ASSIGNMENT AND FOURTH AMENDATORY AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **EDAW, INC.**, a California corporation, whose address is 1809 Blake Street, Suite 200, Denver, Colorado 80202 and **AECOM TECHNICAL SERVICES, INC.**, a California corporation, whose address is 717 17<sup>th</sup> Street, Suite 2600, Denver, Colorado 80202. EDAW, Inc. (EDAW) and AECOM Technical Services, Inc. (AECOM) are jointly referred to herein as Consultant.

**RECITALS:**

**WHEREAS**, the City and EDAW previously entered into an Professional Services Agreement dated January 8, 2008, and amended April 22, 2008, May 26, 2009, and April 27, 2010 (jointly, the "Agreement"), to secure readily available professional planning and related technical services for Projects on an "as needed" basis; and

**WHEREAS**, EDAW has merged into AECOM; and

**WHEREAS**, the City and the Consultant mutually desire to amend the Agreement to acknowledge the merger, to assign the Agreement to AECOM, and to extend the term.

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

1. AECOM agrees to be bound by and perform the Agreement in accordance with the conditions of the Agreement. AECOM also assumes all obligations and liabilities of, and all claims against, EDAW under the Agreement as if AECOM was the original party to the Agreement.

2. AECOM ratifies all previous actions taken by EDAW with respect to the Agreement, with the same force and effect as if the action had been taken by AECOM.

3. The City recognizes AECOM as EDAW's successor in interest in and to the Agreement and consents to the assignment of the Agreement from EDAW to AECOM, as if AECOM was the original party to the Agreement.

4. All payments and reimbursement made by the City to EDAW under the Agreement shall be considered to have discharged the City's obligations under those parts of the Agreement.

5. The Parties hereby acknowledge that the Consultant previously referred to herein as EDAW, Inc. shall now be referred to as AECOM Technical Services, Inc., and further the parties

hereby agree to assign and transfer all responsibilities and obligations of the Consultant under the Agreement from EDAW, Inc. to AECOM Technical Services, Inc. As such, the term "Consultant" shall henceforth, refer to AECOM Technical Services, Inc.

6. Subparagraph 1 of Paragraph D of Article VI of the Agreement, entitled "TERM AND TERMINATION," is amended to read as follows:

**"D. TERM AND TERMINATION.**

1. The term of this Agreement shall commence October 1, 2007 and end June 1, 2011. However, nothing contained herein shall preclude the Consultant from completing any task order authorized prior to the expiration of this Agreement and the Agreement shall be extended until the completion and payment for all such authorized tasks."

7. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the City and the Consultant have executed, through their respective lawfully empowered representatives, this Assignment and Fourth Amendatory Agreement as of the day and year first above written.

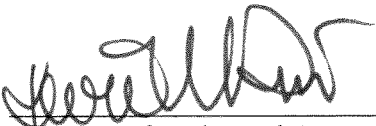
**ATTEST:**

**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:   
\_\_\_\_\_  
Manager of Parks and Recreation

**APPROVED AS TO FORM:**

DAVID R. FINE  
CITY ATTORNEY for the City and  
County of Denver

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Assistant City Attorney

Contract Control No.: OC71231(4)

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

**"CITY"**

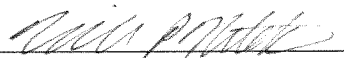
**EDAW, INC.**

Taxpayer (IRS) I.D. No. 94 164 1716

**AECOM TECHNICAL SERVICES, INC.**

Taxpayer (IRS) I.D. No. 95 2666 1922

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

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

Name: William P. Vitek  
(please print)

Name: William P. Vitek  
(please print)

Title: Sr. V.P.

Title: Sr. V.P.

**"CONSULTANT"**