

1 BY AUTHORITY

2 ORDINANCE NO. _____
3 SERIES OF 2010

COUNCIL BILL NO. _____
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, &
SUSTAINABILITY

6 A BILL

7 For an ordinance approving a proposed First Amendment to Contract between the
8 City and County of Denver and Servitech, Inc. related to on-call construction services
9 at Denver International Airport.

11 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

12 **Section 1.** The proposed First Amendment to Contract between the City and County of Denver
13 and Servitech, Inc. in the words and figures contained and set forth in that form of First Amendment to
14 Contract filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of
15 Denver, on the 30th day of September, 2010, City Clerk's Filing No. 08-478-A is hereby
16 approved.

18 COMMITTEE APPROVAL DATE: September 24, 2010.

19 MAYOR-COUNCIL DATE: September 28, 2010.

20 PASSED BY THE COUNCIL _____ 2010
21 _____ - PRESIDENT

22 APPROVED: _____ - MAYOR _____ 2010

23 ATTEST: _____ - CLERK AND RECORDER,
24 EX-OFFICIO CLERK OF THE
25 CITY AND COUNTY OF DENVER
26

27 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2010; _____ 2010

28
29 PREPARED BY: Kevin Cain;  DATE: September 30, 2010

30 Pursuant to Section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
31 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
32 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
33 of the Charter.
34

35 David R. Fine, City Attorney

36 BY: _____, _____ City Attorney

37 DATE: September 30, 2010

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT, GE 74036(1), made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation (the "CITY"), Party of the First Part, and **SERVITECH, INC.**, a corporation organized and existing under and by virtue of the laws of the State of COLORADO, hereinafter referred to as the "CONTRACTOR", Party of the Second Part;

WITNESSETH:

WHEREAS, the parties executed a Contract dated May 27, 2008 (the "Existing Agreement") for the Contractor to furnish all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of task orders issued under Contract No. GE 74036, SECURITY SYSTEMS ON-CALL DESIGN/BUILD, Denver International Airport; and

WHEREAS, the parties desire to amend the Existing Agreement to increase the Term of Contract and the total amount of compensation pursuant to the Terms of Payment of the Existing Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **ARTICLE I – CONTRACT DOCUMENTS** is hereby amended by deleting it in its entirety and replacing it with the following:

"ARTICLE I - CONTRACT DOCUMENTS: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

- Advertisement of Notice of Invitation for Proposals
- Instructions to Proposers
- Addenda (if any)
- Proposal Forms
 - Proposal letter
 - Schedule of Prices and Quantities
 - Proposal Data Forms
 - Commitment to MBE/WBE Participation
- Notice to Apparent Low Proposer
- Contract
- First Amendment to Contract
- Proposal Performance Bond
- Payment & Performance Bond
- Notice to Proceed
- Form of Final Receipt
- Construction Contract General Conditions
- Special Conditions

08-478-A

Prevailing wage schedules
Insurance certificate(s)
Equal Employment Opportunity Provisions
Federal Requirements and Assurances
Technical Specifications
Contract Drawings
Approved Shop Drawings
Change Directives
Task Orders
Change Orders”

2. ARTICLE II – TERM OF CONTRACT AND PERFORMANCE is hereby amended by deleting it in its entirety and replacing it with the following:

“ARTICLE III - TERM OF CONTRACT AND PERFORMANCE: This term of this Contract shall commence upon the date set forth on the first page of this Contract and shall terminate on December 1, 2013. The Manager of Aviation may extend the term for the purpose of continuing or completing services which have commenced prior to the termination date, by providing written notice of such extension to the Contractor; provided, however, that such term extensions shall not result in a termination date which is later than six years from the date the term of this Contract commences.

The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Deputy Manager of Aviation – Maintenance and Engineering and agrees to fully complete the Work in its entirety within the specified number of calendar days from the date that each Notice to Proceed is issued. The Contractor is not authorized to commence work prior to its receipt of a Notice to Proceed.”

3. ARTICLE V – TERMS OF PAYMENT is hereby amended by deleting it in its entirety and replacing it with the following:

“ARTICLE V - TERMS OF PAYMENT: The City agrees to pay the Contractor for the performance and completion of all of the Work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefor, up to a total amount of Nine Million Seven Hundred Ninety Three Thousand Four Hundred Forty Eight Dollars and Eighty Seven Cents (\$9,793,448.87).

Payment hereunder will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Airport System Revenue, Operating and Maintenance, Capital Improvement Fund. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund to satisfy such costs or other obligations, nor does City have an obligation to pay Contractor the total contract amount herein.”

4. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as if fully set forth herein.

5. This First Amendment to Contract is expressly subject to, and shall not become effective or binding on the City, until it is approved by City Council and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Contract as of the day and year first above written.

"CITY"

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY Clerk and Recorder, Ex-officio Clerk of the City and County of Denver

By _____ Mayor

RECOMMENDED AND APPROVED:

By _____ Manager of Aviation

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By _____ Assistant City Attorney

By _____ Manager of Finance

By _____ Auditor

Contract Control No. GE74036(1)

"CONTRACTOR"

SERVITECH, INC.

By: _____ Title: President