

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0247
COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Second Amendment to Agreement between the City and County of Denver and Qwest Communications Company LLC, d/b/a CenturyLink, related to on-call technology maintenance and support services at Denver International Airport.

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

Section 1. The proposed Second Amendment to Agreement between the City and County of Denver and Qwest Communications Company LLC, d/b/a CenturyLink, in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2011-0379-B, is hereby approved.

COMMITTEE APPROVAL DATE: April 18, 2013

MAYOR-COUNCIL DATE: April 23, 2013

PASSED BY THE COUNCIL: _____, 2013

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: Kevin Cain, Assistant City Attorney  DATE: April 25, 2013

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

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: April 25, 2013

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into as of the date set forth on the City signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **Qwest Communications Company, LLC d/b/a CenturyLink**, a limited liability corporation organized under the laws of Delaware and authorized to do business in the state of Colorado ("Consultant"), Party of the Second Part;

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated July 20, 2011, and a First Amendment to Agreement dated May 18, 2012 (collectively, the "Existing Agreement"), for on-call technology maintenance and support services at Denver International Airport (the "Airport"); and

WHEREAS, the parties now desire to amend the Existing Agreement to increase the Maximum Contract Liability thereof;

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

1. Subparagraph 4.D.i., "Compensation and Payment; Maximum Contract Liability" of the Existing Agreement is hereby amended by deleting the said subparagraph in its entirety and substituting in its place the following:

4. COMPENSATION AND PAYMENT:

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Six Million Seven Hundred Thirty Four Thousand Six Hundred Four Dollars and No Cents (\$6,734,604.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by

Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

2. Paragraph 42., "Counterparts of this Agreement" of the Existing Agreement is hereby amended by deleting the said subparagraph in its entirety and substituting in its place the following:

"42. COUNTERPARTS OF THIS AGREEMENT; ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement. Consultant 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."

3. Except as modified or amended by this Second Amendment to Agreement, all of the terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

4. This Second Amendment to Agreement shall not be or become effective or binding on the City until it is approved by the City Council for the City and County of Denver and is fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-CE15006-02

Contractor Name: Qwest Communications Company, LLC d/b/a CenturyLink QCC

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: PLANE-CE15006-02

Contractor Name: Qwest Communications Company, LLC d/b/a
CenturyLink QCC

By: Susan Baker 3/11/2013

Name: Susan Baker
(please print)

Title: Manager, Offer Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

