

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. CB11-0932
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Thirteenth Amendatory Agreement between the City and County of Denver and URS Corporation, Inc., for consulting and design services for demolition at the former Stapleton International Airport.

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

Section 1. The proposed Thirteenth Amendatory Agreement between the City and County of Denver and URS Corporation, Inc., 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. 1998-0297-M, is hereby approved.

COMMITTEE APPROVAL DATE: December 16, 2011

MAYOR-COUNCIL DATE: December 20, 2011

PASSED BY THE COUNCIL: _____, 2012

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2012

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

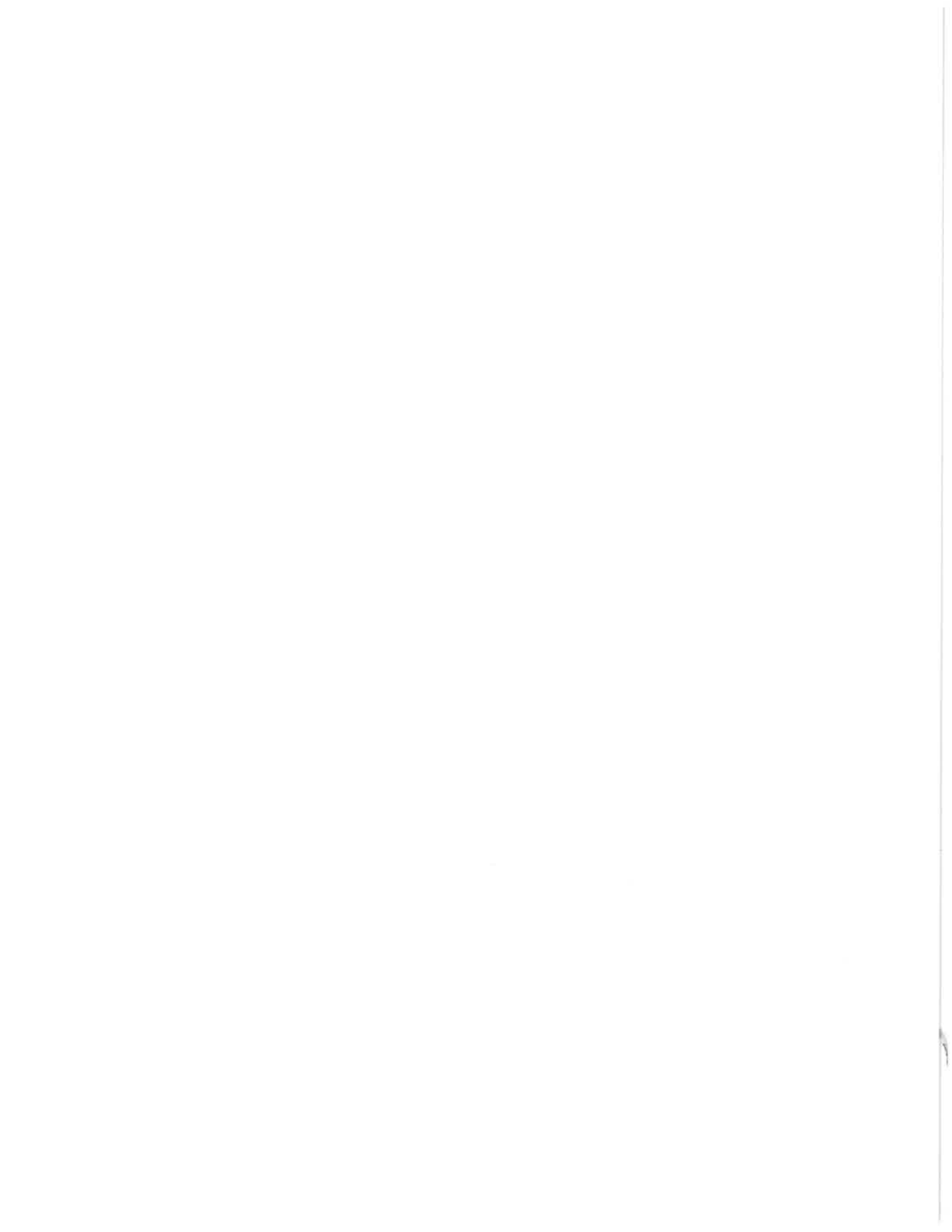
NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2012; _____, 2012

PREPARED BY: Debra Overn, Assistant City Attorney  DATE: December 22, 2011

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: December 22, 2011



THIRTEENTH AMENDATORY AGREEMENT

THIS THIRTEENTH AMENDATORY AGREEMENT is made and entered into as of the date stated on the City's signature page below, 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 ("DIA") (collectively the "City"), and **URS CORPORATION, INC.**, a Nevada corporation whose Colorado address is 8181 East Tufts Avenue, Denver, Colorado 80237 ("Consultant").

WITNESSETH:

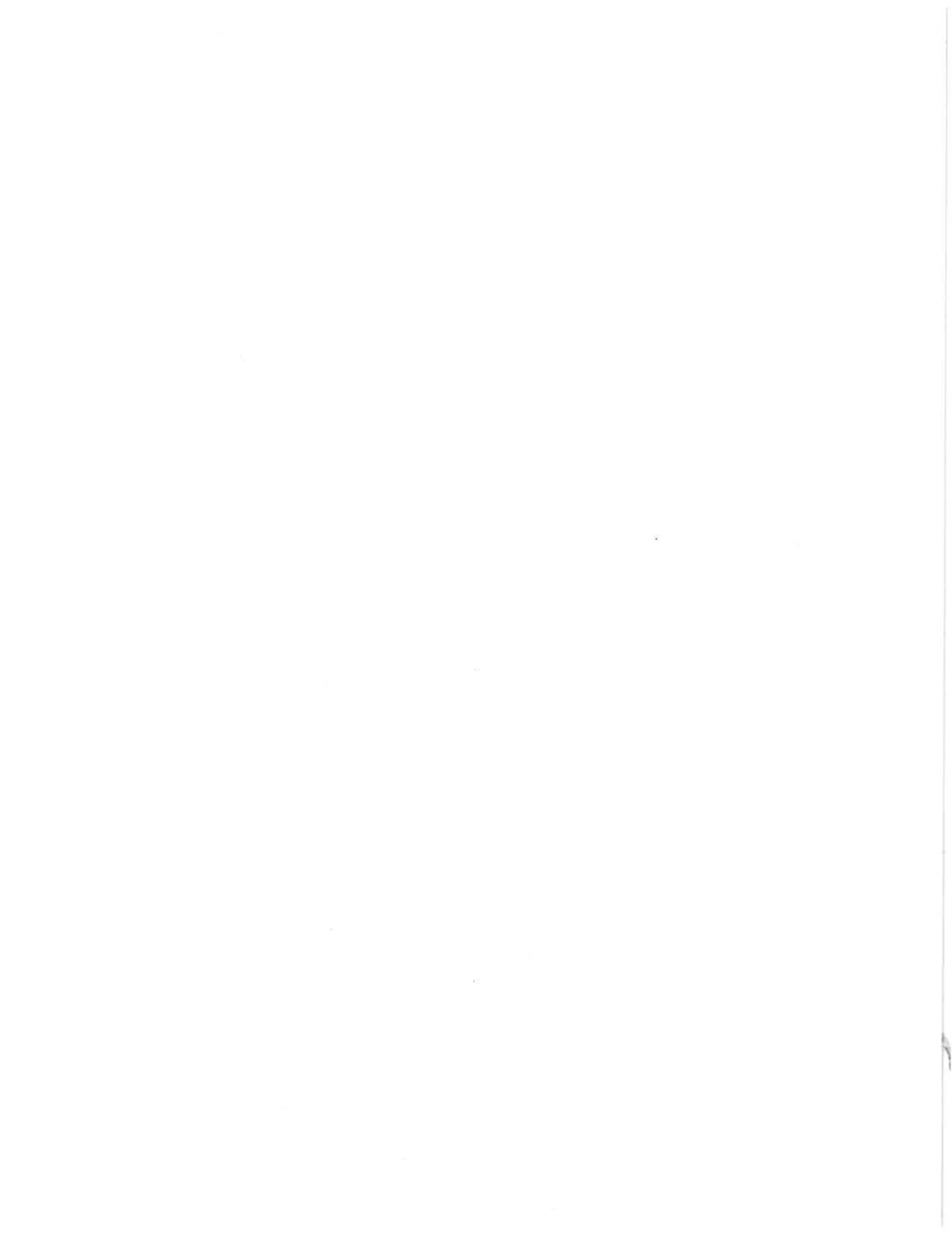
WHEREAS, the parties hereto entered into a written agreement dated April 3, 1998; a First Amendment to Agreement dated May 29, 1998; a Second Amendment to Agreement dated December 17, 1999; a Third Amendment to Agreement dated September 26, 2001; a Fourth Amendatory Agreement dated January 3, 2002; a Fifth Amendatory Agreement dated January 3, 2004; a Sixth Amendatory Agreement dated April 4, 2006; a Seventh Amendatory Agreement dated October 3, 2006, an Eighth Amendatory Agreement dated April 3, 2007, a Ninth Amendatory Agreement dated November 20, 2007, a Tenth Amendatory Agreement dated June 10, 2008, an Eleventh Amendatory Agreement dated December 16, 2008, and Twelfth Amendatory Agreement dated December 22, 2009 (collectively the "Agreement"), whereby the Consultant agreed to provide the City with consulting and design services for demolition activities at the former Stapleton International Airport; and

WHEREAS, the parties desire to further amend the Agreement;

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

1. Section 3.A, entitled "COMPENSATION AND PAYMENT: A. Fee", is amended and restated to read as follows:

The City agrees to pay the Consultant, and the Consultant agrees to accept as its sole compensation for its complete basic services rendered and costs incurred under this Agreement, a fee based on the hourly rates set forth below, subject, however, to an amount not to exceed Sixteen Million Eight Hundred and Fifty Three Thousand and Twenty Seven Dollars (\$16,853,027.00).



2. Section 4 of the Agreement, entitled "MAXIMUM CONTRACT LIABILITY", is amended and restated to read as follows:

Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Sixteen Million Eight Hundred and Fifty Three Thousand and Twenty Seven Dollars (\$16,853,027.00). The Consultant acknowledges that the City is not obligated to execute any agreement or amendment with Consultant for any further phase of work other than the work described herein, and that any work performed by Consultant beyond that specifically described herein is performed at Consultant's risk and without authorization under this Agreement.

3. Section 5 of the Agreement, entitled "TERM," is amended and restated to state as follows:

5. TERM: The term of the Agreement shall commence on April 3, 1998, and terminate on June 30, 2012.

4. A new Section 35 of the Agreement is incorporated into the Agreement, as follows:

35. ELECTRONIC SIGNATURES ANDELECTRONIC RECORDS. The Parties consent to the use of electronic signatures by the City. This Agreement and any other document requiring a signature may be signed electronically by the City in the manner specifies 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 further agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Except as otherwise provided herein, all of the terms and conditions of the existing Agreement shall remain in full force and effect, and are hereby ratified and reaffirmed.

6. This Thirteenth Amendatory Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver.

END OF AMENDMENT

SIGNATURE PAGE FOLLOWS



Contract Control Number: CE80071

Vendor Name: URS CORPORATION

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: CE80071

Vendor Name: URS CORPORATION

By: *[Signature]*

Name: John O'Connor
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: *Lisa Scrivens*

Name: Lisa SCRIVENS
(please print)

Title: Notary Public
(please print)

My commission expires 3/29/2015

