1
2   ORDINANCE NO. _____   COUNCIL BILL NO. CB12-0588

3   SERIES OF 2012   COMMITTEE OF REFERENCE:

4   BUSINESS, WORKFORCE, & SUSTAINABILITY

5   **A BILL**

6   **For an ordinance approving a proposed First Amendment to Agreement between**
7   **the City and County of Denver and AECOM USA, INC. related to consulting**
8   **support services at Denver International Airport.**
9

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

11   **Section 1.** The proposed First Amendment to Agreement between the City and County of

12 Denver and AECOM USA, INC. in the words and figures contained and set forth in that form of

13 Agreement available in the office and on the web page of City Council, and to be filed in the office of

14 the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing

15 No. 2009-0993-A, is hereby approved.

16 COMMITTEE APPROVAL DATE: August 9, 2012

17 MAYOR-COUNCIL DATE: August 14, 2012

18 PASSED BY THE COUNCIL: _____, 2012

19 _____ - PRESIDENT

20 APPROVED: _____ - MAYOR _____, 2012

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

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

25 PREPARED BY: Deanne Durfee, Assistant City Attorney   DATE: August 16, 2012

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

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

31 BY: _____, Assistant City Attorney   DATE: August 16, 2012

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **AECOM USA, Inc.**, a New York corporation ("Consultant") (jointly, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated October 27, 2009 for planning and programming support, design management services, engineering inspection, construction management, materials testing, and other support services (the "Agreement") at Denver International Airport; and

WHEREAS, the parties desire to amend the Agreement to extend the term, increase the maximum contract amount, and amend certain other provisions of the Agreement, as hereinafter set forth;

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

1. Paragraph 4(A), "**MAXIMUM CONTRACT LIABILITY; FUNDING**" is hereby amended to read in its entirety as follows:

> A. In no event shall the City be liable for payment under the terms of this Agreement for any amount in excess of **FORTY-ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($41,500,000.00)** ("Maximum Contract Liability"). The Maximum Contract Liability may only be increased by amendment to this Agreement.

2. Paragraph 5, "**TERM**," of the Agreement is hereby amended to read in its entirety as follows:

> **5. TERM:** The Term of this Agreement shall commence on the date of the Notice to Proceed issued to the Consultant, and shall terminate on February 5, 2013, unless extended or terminated in accordance with the provisions hereof.

3. The Agreement is amended by adding a new Paragraph 42, "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**," to read in its entirety as follows:

> **42. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**

A. 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").

B. The Consultant certifies that:

(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.

(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.

C. The Consultant also agrees and represents that:

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

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(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 either the E-Verify Program.

(4) It is prohibited from using either 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 Consultant 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.

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

(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.

D. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant 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 Consultant 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 Consultant from submitting bids or proposals for future contracts with the City.

4. The Agreement is hereby amended by adding a new paragraph 43, "**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS,**" as follows:

43. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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.

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

[END OF PAGE]

Contract Control Number: PLANE-CE94007-01

Contractor Name: AECOM USA, INC.

By: _____

Name: _R.A. Plummer_____
(please print)

Title: _Vice President_____
(please print)

ATTEST: [if required]

By: _____

Name: _RICHARD P. ROMIG_____
(please print)

Title: _ASSOCIATE VICE PRESIDENT_
(please print)