REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **NAVJOY CONSULTING SERVICES, INC.,** (the "Consultant"), a Colorado corporation, whose address is 1385 South Colorado Boulevard, Suite A707, Denver, Colorado 80222.

WITNESSETH:

WHEREAS, the City and the Consultant previously entered into an Agreement dated October 6, 2009, whereby the Consultant agreed to prepare and provide consulting services for the Central Business District Traffic Signal Retiming project (the "Agreement"); and

WHEREAS, the Agreement expired by its terms on December 31, 2011; and

WHEREAS, the City desires to revive the Agreement and amend the Agreement to extend the term, and otherwise amend the Agreement as set forth below.

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

1. The Agreement is hereby revived.

2. Section 3 of the Agreement is amended to read as follows:

"**3** **TERM:** The Agreement will commence on October 6, 2009 and will expire on March 31, 2012 (the "Term"). Subject to the Manager's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager."

3. Section 20 of the Agreement is amended to read as follows:

"**20** **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

1

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 subconsultant 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 the E-Verify Program.

(4) It is prohibited from using 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 subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant 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.   A new section is added to the Agreement and reads as follows:

"**35   <u>Electronic Signatures and Electronic Records</u>:** 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 amended herein, the Agreement is affirmed and ratified in each and every particular.

[**SIGNATURE PAGE FOLLOWS**]

Contract Control Number:

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:

By_____

By_____

By_____

Contract Control Number: PWADM-CE82012-01

Contractor Name: NAVJOY CONSULTING SVCS INC

By: _____

Name: _____Navin Nageli_____
        (please print)

Title: _____President_____
      (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
      (please print)