

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is entered between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AUGUSTA CONSULTING**, a Colorado limited liability company doing business in Colorado, with a principal address of 1620 Monaco Parkway, Denver, Colorado 80220 (the “Consultant”).

RECITALS

- A. The City and the Consultant entered into an Agreement dated September 22, 2009, and an Amendatory Agreement dated June 28, 2011, to provide supervision, oversight and management of various projects as part of the Better Denver Bond Program (the “Agreement”).
- B. The Agreement expired by its terms on August 31, 2011.
- C. The City and the Consultant wish to revive the Agreement, and amend the Agreement to extend the term and correct numbering errors in Section 1.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

- 1. The Agreement is hereby revived.
- 2. Section 1 of the Agreement entitled “**ENGAGEMENT; AUTHORITY**,” is amended to read as follows:
 - 1.01 Engagement.** The City engages the Consultant to furnish professional project management supervision and related technical services on an on-call basis for the City’s 2007 Infrastructure Bond Program also known as the “Better Denver Bond Program” (the “Program”), as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.
 - 1.02 Line of Authority for Contract Administration.** The City’s Manager of Public Works (“Manager”) is the City’s representative who is responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager’s authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Consultant under this Agreement. The Project Manager, who reports to the City Engineer shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals that are specifically identified in this Agreement as requiring the Manager’s approval.

1.03 Independent Contractor. The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

1.04 Scope of Consultant's Authority. The Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

1.05 Projects. The "Project" or "Projects" as used herein means any one or more, or all, as the context indicates, of the following projects which are part of the Program:

- (a) Police Crime Lab
- (b) Green Valley Ranch Library
- (c) Stapleton Library
- (d) Westside Library
- (e) Eastside Human Services Offices
- (f) Civic Center Historic Features
- (g) Various parks: Trails. Berkeley Lake, Sloans Lake, Ruby Hill, Babi Yar
- (h) Colfax and 14th Avenue Streetscapes
- (i) Other projects as assigned by the City.

1.06 Representations. The Consultant represents and covenants to the City that:

- (a) The Consultant has carefully reviewed and is familiar with the Program, which generally authorizes the issuance of general obligation bond debt to fund the planning, design, construction and equipping of a various projects, the Project program, the Project Budget, and the schedule for the Projects. The Consultant has carefully reviewed and is familiar with the delivery approach and methods the City intends to employ for the Projects.
- (b) The Consultant's principal is appropriately experienced with the delivery approach the City intends to utilize and with facilities similar to the Project facilities, and is experienced in the tasks assigned, or to be assigned, as appropriate with respect to the Project.
- (c) The Consultant and its employees have sufficient and appropriate experience with all governmental and quasi-governmental authorities and having jurisdiction over the Project.

3. Subsection 4.01 entitled “**Term**” is hereby amended to read as follows:

4.01 Term: The Agreement will commence on September 1, 2009, and will expire on December 31, 2013. Subject to the Manager’s 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.

4. Except as amended herein, the Agreement is revived, reaffirmed, and ratified in each and every particular.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:

Vendor Name:

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 _____

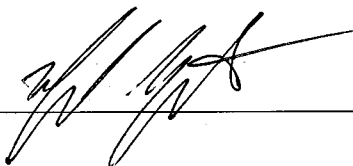
By _____

By _____



Contract Control Number: OC94041

Vendor Name: AUGUSTA CONSULTING

By:  _____

Name: RAFAEL AUGUSTA
(please print)

Title: PRINCIPAL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

