

IMMIGRATION CERTIFICATION

Pursuant to Colorado Law, Consultants or Contractors (“Consultant/Contractor”) whose performance of Work involves provision of a service and not provision of a specific end product shall by signature and attestation below certify to the following:

1. Consultant/Contractor, as of the date of this Agreement, shall not knowingly employ or contract with an illegal alien who will perform Work under this Agreement.
2. Consultant/Contractor shall participate in either the E-Verify Program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the “Department”) pursuant to Section 8-17.5-102 (5) C.R.S.
3. Consultant/Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under the Agreement through participation in either the E-Verify Program or the Department Program.
4. Consultant/Contractor shall not enter into a contract with a subcontractor that fails to certify to Consultant/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under this Agreement.
5. Consultant/Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
6. If Consultant/Contractor obtain actual knowledge that a subcontractor performing Work under this Agreement employs or contracts with an illegal alien, Consultant/Contractor shall:
 - a. Notify the subcontractor and Thornton within three (3) Calendar Days that Consultant/Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant/Contractor shall not terminate the subcontract with the subcontractor if during such three (3) Calendar Days the subcontractor provides

information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

7. Consultant/Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by Colorado Law.
8. If Consultant/Contractor violates any provision of this certification, Thornton may terminate this Agreement for breach of Contract. If this Agreement is so terminated, Consultant/Contractor shall be liable for actual and consequential damages to Thornton.
9. The Consultant/Contractor's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over the Agreement shall apply to the Agreement throughout and they will be deemed to be included in the Agreement the same as though herein written out in full.

ATTEST: (for firm signature if corporation)		FIRM NAME:	
_____ Signature		_____ Signature	
Title	Date	Title	Date