AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Addendum; Prof Serv. Agrmt; Metcalf Arch.

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Metcalf Archaeological Consultants and BOCC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison County and Metcalf entered into a Professional Services Agreement regarding the architectural inventory of the Crystal Townsite on September 4, 2019--the State has additional grant requirements that need to be added to the agreement (see Appendix A)

Fiscal Impact:

Submitted by: Laura Stanley **Submitter's Email Address:** lstanley@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/9/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 10/9/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/9/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/9/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 10/15/2019

Revised April 2015

ADDENDUM AND AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENT
DATED SEPTEMBER 4, 2019

THIS ADDENDUM AND AMENDENTS TO PROFESSIONAL SERVICES AGREEMENT DATED SEPTEMBER 4, 2019 (“Addendum”) is made and entered into this __ day of October, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County”) and METCALF ARCHAEOLOGICAL CONSULTANTS, INC., a Colorado corporation, whose address is P.O. Box 899, Eagle, Colorado 81621 (“Metcalf”).

WHEREAS, Gunnison County and Metcalf entered into a Professional Services Agreement regarding the architectural inventory of the Crystal Townsite on September 4, 2019 (“Agreement”); and

WHEREAS, the Project described in the statement of work attached to the Agreement is funded by Colorado State Historic Fund Grant, Project #CO-19-1002; and

WHEREAS, the State Historic Fund has requested that special provisions be added to the Agreement to ensure compliance with State Historic Fund grant requirements, which are attached as “Appendix A” and incorporated herein; and

WHEREAS, Paragraph 10 of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and Metcalf do hereby agree to amend the Agreement to include the special provisions as set forth in Appendix A to this Amendment.

Except as expressly modified in this Addendum, the terms and conditions of the Agreement remain the same as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

METCALF ARCHAEOLOGICAL CONSULTANTS, INC.

By: _____
Kimberly Kintz, Operations Manager/VP

September 13, 2019

Metcalf Professional Services Agreement ADDENDUM
to original contract dated 8-27-2019

SPECIAL PROVISIONS CONTRACTING SERVICES FOR SHF GRANT, PROJECT #CO-19-1002

1. Public Contract for Services. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-l7.5-102(5Xc), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.S-102(S), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.S-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

2. Materials. Company retains all right to use materials produced for the project (i.e. materials produced are not subject to copyright by contractor).

3. Compliance with State Historical Fund Grant Requirements

a. All work must be completed per the specifications, terms and conditions of State Historic Fund grant, project CO-19-1002.

b. Coordinate with the State of Colorado, State Historical Fund, and Engaged Archeologist to ensure project is satisfactorily completed under the terms of State Historic Fund contract project CO-19-1002.

c. All work must be complete within the following dates:

- January 15th, 2020 for completion of field survey and delivery of draft survey forms and report
- May 15th, 2020 for final survey forms and report