PARK COUNTY BOARD OF COMMISSIONERS
WORK SESSION
VIRTUAL MEETING
WEDNESDAY, JULY 15, 2020
9:30 AM ADMINISTRATIVE SESSION

Video
To join the meeting, click on the link below or copy and paste into your preferred web browser:
https://zoom.us/j/632627219?pwd=Q2gvUVEwd0JuQ0R3TE9qWE9LTk9kQT09

Audio
Upon joining the meeting, you will have the option to use either your computer mic and speakers for audio interaction, or participate by phone. If you are not using your computer speakers and mic to interact in the meeting, you may use the dial-option below:

Dial by your location
(669) 900-6833 US (Western US)
(929) 205-6099 US (Eastern US)

Meeting ID: 632 627 219
Password: 04408
* At the start of the meeting enter your name when prompted *

9:30 AM    ADMINISTRATIVE SESSION (OPEN)

. DISCUSSION RELATED TO CONSTRUCTION AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND WATTLE & DAUB

Documents:

PARIS MILL CONSTRUCTION AGREEMENT PH5.pdf
PARIS MILL PH5 GENERAL CONDITIONS.pdf

. DISCUSSION RELATED TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND FORM WORKS DESIGN GROUP, LLC

Documents:

FormWorks PSA 2020_JR Signed.pdf

The purpose of a work session is to provide for a free and open dialogue. Discussions are not limited to those items being on the agenda. NOTE: This WORK SESSION agenda may be modified with items either being added or deleted. Please check Website "parkco.us" for most updated agendas. If you need further information, please contact the BOCC (Board of County Commissioners) office at 719-836-4201.
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 1st day of July, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO (the “County”), and WATTLE & DAUB CONTRACTORS, INC. (“Contractor”).

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

   Project Title: Paris Mill Phase V: Stabilization, Rehabilitation, and Site Grading

   Project Number: Architect #11375.000

   Project Description: The next phase of construction at the Paris Mill will include Tower, Stabilization, Tank Building Reconstruction, Complete East Wing Rehabilitation, Site Grading at South Section of Building and Bond Beam & Structural Timber Repair. The preservation activities listed in the attached scope of work will utilize updated Construction Documents dated June 17, 2020.

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and Certificate of insurance within 30 days after the date of the Notice to Proceed, and shall complete the Work within 394 days, unless the period for completion is extended otherwise by the Contract Documents. No work will be completed before the start date of this agreement or after April 27th, 2023.

4. The County agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed Two Hundred Ninety-One Thousand Nine Hundred Eight Two ($291,982).

5. The term "Contract Documents’ means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The County shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their
respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF PARK,
COLORADO

BOCC Chair

ATTEST:

                         ________________________________
                         County Clerk

APPROVED AS TO FORM:

                         ________________________________
                         County Attorney

CONTRACTOR

By: ________________________________
    Wattle & Daub

STATE OF COLORADO  )
COUNTY OF Larimer  ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1st day of July, 2020 by Thomas Tisthammer, as President of Wattle & Daub.

My commission expires: July 12, 2021

(SEAL)

Notary Public
Scope of Work:

I. **Purpose:** The purpose of this project is to continue the rehabilitation of the Paris Mill in Alma, Colorado.

II. **Scope of Work is as follows:**

A. **Preservation Activities**
   1. **Tower Stabilization**
      a. Reconstruct lower section of the tower
      b. Cap upper section with a temporary roof
   2. **Tank Building Rehabilitation**
      a. Reconstruct west section of building using salvaged materials
      b. Rehabilitate foundation, walls and roof structures and finishes as required
      c. Rehabilitate exterior wall and roof finishes as required
   3. **Complete East Wing Rehabilitation**
      a. Complete foundation rehabilitation (except north section where previously completed)
      b. Rehabilitate exterior wall framing and sheathing
      c. Rehabilitate interior floor and walls finishes
      d. Rehabilitate windows and doors
      e. Rehabilitate roof framing, sheathing, and roofing
   4. **Site grading at south section of building**
      a. Complete grading to finish drainage for site immediately surrounding the building
   5. **Bond Beam & Structural Timber Repair**
      a. Install bond beam along north elevation
      b. Rehabilitate structural timber along north elevation
      c. Reinstall flooring along north foundation wall (removed during previous phase)

### Costs

- Lower Tower Stabilization & Temporary Roof $16,524
- Tank Building Reconstruction $73,220
- Complete East Wing Stabilization $115,392
- Site Grading at South Side of Mill $9,500
- Reinstall Flooring at North Foundation Wall $7,085
- Bond Beam & Structural Timber Repair $23,468

**Subtotal**: $245,188

- General Requirements $25,688
- Bonding $2,979
- Profit & Overhead $18,147

**Total**: $291,982
GENERAL CONDITIONS

PART 1. CONTENTS AND DEFINITIONS

1.01 CONTRACT DOCUMENTS:

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

A. Advertisement for Bids; Cover Letter.
B. Invitation to Bid; Instructions to Bidders.
C. Bid Form; Bid Summary.
D. Bid Schedule.
E. Construction Agreement.
F. General Conditions.
G. Special Conditions.
H. Technical Specifications
I. Notice of Award.
J. Notice to Proceed.
K. Payment Bond.
L. Performance Bond
M. Drawings.
N. Addenda numbers 1 to 2
O. Documentation submitted by Contractor prior to Notice to Award.
P. Modifications prior to the execution of the Contract.
Q. Payment Submittal Schedule.
R. Sample AIA Document G702.
S. Sample AIA Document G703.
T. Sample Transmittal/Change Order.

1.02 CHANGE ORDER:

A written order to Contractor by the County authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the contract time issued after execution of the agreement.

1.03 COUNTY:

The County of Park, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work materials therefore.
1.05 CONTRACT PRICE:

The amount set forth in paragraph 4 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the County, the time for performance shall be automatically extended to the next business day.

1.07 PROJECT MANAGER:

The County's duly authorized representative in charge of the Project.

1.08 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, but does not include one who merely furnishes material.

1.09 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with approval of final payment.

1.10 WORK:

All the work specified, indicated, shown or contemplated in the Contract to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

1.11 WRITTEN NOTICE:

Any written notices required herein shall be delivered in person, by facsimile, or by mailing by first class mail, postage fully prepaid, addressed as follows:

To the County: Historic Preservation
              c/o Jennie Andrusin
              PO Box 1373
              Fairplay, CO 80440

To Contractor: Wattle & Daub Contractors
               c/o Steve Seebohm
               8 Gibbs Rd.
               Laramie, WY 82070

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PART 2. COMMENCEMENT AND COMPLETION OF WORK

2.01 COMMENCEMENT OF WORK:

Contractor shall begin the Work within thirty (30) calendar days from the date of the Notice to Proceed.

2.02 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.03 SUBSTANTIAL COMPLETION:

The Work shall be substantially completed within 389 calendar days from the date of the Notice to Proceed. The Work shall be substantially completed when the County occupies or takes possession of all or substantially all of the Work, or when the County may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes. The County and Contractor agree that the County will suffer financial loss if the Work is not substantially completed within the time specified above, and recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual losses suffered by the County if the Work is not substantially completed within the time specified above.

2.04 FINAL COMPLETION:

The Work shall be completed within five (5) days from the date of Substantial Completion.

2.05 CHANGES IN THE WORK:

The County reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the time for completion. All changes shall be authorized by a written Change Order. The Change Order shall include appropriate changes in the Contract and the time for completion. The Work shall be changed and the Contract Price and completion time shall be modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced.

2.06 CONTRACTOR’S DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, if any, including as applicable, soil tests and engineering tests, and shall conduct a site or field review prior to bidding on the work. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the County of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.
2.07 DELAYS AND EXTENSIONS OF TIME:

If Contractor is delayed in the progress of the Work by changes ordered in the work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, unavoidable casualties, or any other causes beyond Contractor's control, the time for substantial completion and for completion shall be extended by change order for a reasonable period of time. Any claim for extension of time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such claim shall contain an estimate of the probable effect of such delay on the progress of the Work. In the event of any such delay, Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of such delay.

2.08 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the County shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions within the control of the County or persons acting on behalf of the County. The County shall extend the time of performance, however, to correspond to the length of any delay suffered by Contractor due to activities or circumstances which are unforeseen or unforeseeable in the construction industry, and so long as such delay is not attributed or attributable to Contractor's acts or omissions, or those of any person or entity or subcontractor controlled or selected and contracted for by Contractor.

PART 3. RIGHTS AND RESPONSIBILITIES

3.01 COUNTY'S RESPONSIBILITY:

All Work shall be done under the general supervision of the Project Manager, or his or her designee, including any inspector(s) employed or retained by the County and identified as such to Contractor by the Project Manager.

3.02 CONTRACTOR'S RESPONSIBILITIES:

(A) INSPECTION/SUPERVISION OF WORK:

Contractor shall be responsible for the completion of all construction pursuant to this Contract in a timely and workmanlike manner and in accordance with the terms and specifications incorporated herein, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all work. Contractor shall supervise and direct the Work and give it all attention necessary for such proper supervision and direction. Contractor shall be required to provide a supervisor on site at all times when Contractor or any subcontractor is performing Work on the Project site.

(B) RESPONSIBILITY FOR EMPLOYEES AND SUBCONTRACTORS:

Contractor shall be fully responsible to the County for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall
not be construed as creating any contractual relation between any subcontractor and the County.

(C) LABOR AND MATERIALS FURNISHED BY CONTRACTOR:

Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

(D) USE OF COLORADO MATERIALS:

In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

(E) DISCIPLINE OF EMPLOYEES:

Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

(F) EMPLOYMENT PRACTICES:

While engaged in the performance of the work herein contracted, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, et seq., as amended.

(G) CLEANUP:

Contractor shall keep the Project site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish on a daily basis during construction of the Project, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work. If Contractor fails to perform the cleanup required by this Section, after written notice, the County may cause the cleanup to be performed at Contractor's expense. Within five (5) days of delivery to Contractor of a statement for such cleanup, Contractor shall pay to the County the costs incurred by the County for such cleanup, or the County shall have the right to withhold said amount from any final payment due to Contractor.

(H) PAYMENT OF ROYALTIES AND LICENSE FEES
Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the County harmless from such actions.

(I) PAYMENT OF TAXES, PROCUREMENT OF LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the County of Park Sales Tax, for purchases within the County. Contractor shall obtain a County tax exempt number for the sales tax exemption. Contractor shall procure all permits and licenses necessary for the prosecution of the Work.

(J) FURNISHING OF SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings for the Project Manager's review and approval as to conformity with the Contract Documents and the design concepts called for therein. The Work shall be in accordance with the approved samples and drawings.

(K) COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders of all public authorities in any manner relating to the Work. If any provisions of the Contract Documents are at variance therewith, Contractor shall notify the Project Manager promptly.

(L) SUBCONTRACTORS:

Contractor shall furnish to the Project Manager at the time this Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the principal portions of the work to be subcontracted by Contractor. A subcontractor, for the purposes of this Contract, shall be a person with whom Contractor has a direct contract for work at the project site. Contractor shall not employ a subcontractor to whose employment the County reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment he reasonably objects. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate in them the relevant provisions of this Contract.

(M) CORRECTIVE WORK DURING COURSE OF CONSTRUCTION:

When, during the course of the Project, the Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrective work shall be accomplished within the time period required by the Project Manager. Failure to complete such required corrective work within the time period required by the Project Manager shall constitute a breach of the Contract.

(N) SAFETY PRECAUTIONS AND PROGRAMS:
Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and other persons whom the Work might affect, all work and materials incorporated into the Project, and all property and improvements on the Project site and adjacent property.

3.03 COUNTY'S RIGHT TO TERMINATE CONTRACT – NONEXCLUSIVE REMEDY:

The County may terminate this Contract on seven (7) days' written notice of the termination to Contractor in the event that Contractor defaults in the timely performance of any provisions of the Contract, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the County shall not be an exclusive remedy, and the County may pursue such other remedies and actions, including an action at law for damages against Contractor or any bonding agency issuing a bond under the Contract, or an action for specific performance against either Contractor or any agency issuing a bond under the Contract, or an action in equity for injunctive relief, as may be lawfully available to the County.

3.04 OTHER CONTRACTS:

The County reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors and subcontractors so that their work is not impeded by this Work. Contractor shall allow such other contractors and subcontractors access to the Project site necessary to perform their work.

3.05 COMMUNICATION REGARDING WORK:

All communication to the County regarding the Work shall be directed to the attention of the Project Manager.

3.06 TERMINATION IN THE EVENT OF LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. In the event Contractor fails to continue the performance of the Work without interruption or delay because of such picket or other form of labor dispute, the County may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

3.07 KEEP JOBS IN COLORADO ACT:

Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 et seq. (the “Act”) and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the “Rules”), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section “Colorado labor” means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion.
except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars ($500,000) in the aggregate for any fiscal year.

PART 4. WARRANTIES

4.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the County that all equipment and materials used in the Work, and made a part of the structures in the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

4.02 WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of one (1) year from the date of written acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. During the warranty period, Contractor shall provide to the County cash, negotiable securities, or a letter of credit in the amount of ten percent (10%) of the Contract Price as security for Contractor’s completion of all work required by the warranty during the warranty period. Should Contractor fail to perform any such work within the warranty period after a request by the County, the County may withdraw from the ten percent (10%) any and all amounts necessary to complete the required work. Any and all amounts remaining in said account at the termination of the warranty period shall be paid and returned to Contractor. The expiration of the warranty period shall in no way limit the County’s legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 5. BONDS, INSURANCE AND INDEMNIFICATION

5.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the County, its officers, employees, insurers, representatives, heirs and assigns, from and against all liability, claims, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in
any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

5.02 NOTIFICATION:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the County in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the County apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

5.03 INSURANCE:

Contractor agrees to procure and maintain, at its own cost, during the entire period of this Agreement, a policy or policies of liability insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract including property damage, bodily injury and death, as well as claims for worker's compensation and other employee benefit laws. Such insurance shall be a combined single limit of not less than one million dollars ($1,000,000) per occurrence for bodily injury or death, and two hundred fifty thousand dollars ($250,000) for property damage. Such insurance shall name the County as an additional insured, and shall provide for a minimum thirty (30) days' written notice of cancellation. Proof of such insurance shall be filed by Contractor with the County prior to the execution of the Construction Agreement by the County.

5.04 GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree the County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the County, its officers, employees, or volunteers.

5.05 PERFORMANCE AND PAYMENT BONDS:

At the time of execution of the Construction Agreement, Contractor shall furnish to the Project Manager a Performance Bond and a Payment Bond, each in the full amount of the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment.

5.06 WARRANTY BOND:
At the time of probationary acceptance of the Work by the County, Contractor shall provide to the County a warranty bond in the amount of ten percent (10%) of the Contract Price, which warranty bond shall be held by the County for one (1) year. Such warranty bond may be drawn upon by the County if the County is required to perform any work which was required of Contractor, but which was not performed by Contractor.

PART 6. PAYMENT

6.01 PROGRESS PAYMENTS:

The County shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. As required by C.R.S. 24-91-103, progress payments on all projects exceeding One Hundred Fifty Thousand Dollars ($150,000.00) shall be in an amount equal to ninety-five percent (95%) of the Work completed. The withheld percentage of the contract price may be retained until the Work is completed satisfactorily and finally accepted. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of all invoices from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to whom payment is to be made by Contractor. Invoices for work shall contain a calculation used to determine value of work or will reference the bid documents containing calculation used to determine value of work. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the County is expressly authorized to withhold any progress payment for such Work until such Work is completed.

6.02 FINAL PAYMENT:

Pursuant to C.R.S. § 38-26-107 and C.R.S. § 24-91-103(1)(b), within sixty (60) days after satisfactory completion and final acceptance of the Work by the Project Manager, receipt of copies of all invoices from any subcontractors and suppliers and a release executed by each subcontractor and supplier to whom payment is made by Contractor, and publication of the Notice of Final Settlement, the County shall pay to Contractor the unpaid balance of the Contract Price.

6.03 LIQUIDATED DAMAGES:

Because time of performance is of the essence to the County in this matter, the following liquidated damages provision shall be in force: Contractor understands and agrees that for each work day calendar day after the completion date, April 27th 2023, that Contractor substantially completes the Work, Contractor shall be assessed, as liquidated damages and not as a penalty, the daily amount of five hundred dollars ($500). Delayed performance constitutes a compensable inconvenience to the County and its residents.

6.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the County nor any employee or agent thereof is authorized to expend
or contract for the expenditure of any monies in excess of those appropriated by the Park County Council for payment of the Contract. The County acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated or in subsequent fiscal years other than the current fiscal year unless and until the same are lawfully appropriated by the Park County Commissioners.

PART 7. MISCELLANEOUS

7.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the County for its prior written approval of the content of the publication. If the County disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

7.02 LAWS AND JURISDICTION:

This Contract shall be construed under the laws of the State of Colorado. In the event of any dispute between the parties which results in litigation, the exclusive venue for such litigation shall be the District Court in and for the County of Park, State of Colorado. Each party hereto shall be possessed of all remedies, whether legal or equitable, which are provided for and which are available under Colorado law.

7.03. ILLEGAL ALIENS

A. Certification. Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

   (1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   (2) 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 Agreement.

C. Verification.
(1) If Contractor has employees, Contractor 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 or the Department Program.

(2) Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

   a. Notify the subcontractor and the County within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

   b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with this Agreement.

E. If Contractor does not have employees, Contractor shall sign the “No Employee Affidavit” attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the “Department Program Affidavit” attached hereto.

DEPARTMENT PROGRAM AFFIDAVIT

GC-12

6/17/20

I:\PROJECTS - CURRENT\PARIS MILL PHASE V CONSTRUCTION\CONTRACT\GENERAL CONDITIONS.DOC
[To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program]

I. WATTLE & DAVES, as a public contractor under contract with the
County of Fairplay (the “County”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who
are newly hired for employment to perform work under this public contract for services
(“Contract”) with the County within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C.
§ 1324a, which verify the employment eligibility and identity of newly hired employees who
perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my
newly hired employees who perform work under this Contract.

_Thomas Tisthammer_
Contractor Signature

Date 07/01/2020

STATE OF COLORADO )
COUNTY OF Larimer ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this
1st day of July, 2020 by Thomas Tisthammer as President of
Wattle & Dave.

My commission expires: July 12, 2021

_Amy__
Notary Public

GC-13
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of ____________, 20__, by and between the Board of County Commissioners of the County of Park, a Colorado county (the "County") and Form Works Design Group, LLC, an independent contractor ("Consultant").

WHEREAS, the County requires professional services; and

WHEREAS, Consultant has held itself out to the County as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from Exhibit A, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the County. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The County shall provide Consultant with reports and such other data as may be available to the County and reasonably required by Consultant to perform the Scope of Services. All documents provided by the County to Consultant shall be returned to the County. Consultant is authorized by the County to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the County, no project information shall be disclosed by Consultant to third parties without prior written consent of the County or pursuant to a lawful court order directing such disclosure.

C. The County acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the County upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.
D. Upon request, Consultant shall provide to the County electronic versions of all work product, in the format directed by the County.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the County shall pay Consultant an amount not to exceed Thirty-Eight Thousand Seven Hundred and Forty-Three ($38,743.00). The method and manner of payment shall be as specified in Exhibit B, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the County, the Scope of Services shall be complete and Consultant shall furnish the County the specified deliverables as provided in Exhibit A.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the County for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the County of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the County's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of
any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the County has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than sixty percent (60%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the County a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the County reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, two million dollars ($2,000,000) disease – policy limit, and two million dollars ($2,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand ($600,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the County and the County's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars ($600,000) each claim and two million dollars ($2,000,000) general aggregate.
C. Any insurance carried by the County, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the County a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the County. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement, or at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Consultant to the County upon demand, or the County may offset the cost of the premiums against any monies due to Consultant from the County.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the County's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the County's issuance of written notice of intent to terminate, the County shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the County thereafter shall be at the County's sole risk, unless otherwise consented to by Consultant.
IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the County. Upon disclosure of any such interest, the County shall determine if the interest constitutes a conflict of interest. If the County determines that a conflict of interest exists, the County may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a County employee for any purposes.

XI. ILLEGAL ALIENS

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant 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 or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:
a. Notify the subcontractor and the County within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the “Department Program Affidavit” attached hereto.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Park County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the County, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:
The County: Park County Department of Heritage, Tourism & Community Development
PO Box 1373
Fairplay, CO 80440

Consultant: Form Works Design Group, LLC
1738 Wynkoop St., Suite 100
Denver, CO 80202

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The County, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the County and its officers or employees.

J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County’s legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County’s governing body. Should sufficient funds not be appropriated for the County’s performance in future fiscal years this agreement shall terminate and be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.
BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF PARK

ATTEST:

____________________, County Clerk

APPROVED AS TO FORM:

Herbert C. Phillips, County Attorney

CONSULTANT

By:

Consultant

STATE OF COLORADO )
COUNTY OF Adams ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of June, 2020 by Jessica Reike, president of Form+Works Design Group as

My commission expires: 5.13.2024

(SEAL)

JENNIFER LYNN PIERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204016481
MY COMMISSION EXPIRES 05/13/2024

Notary Public
NO EMPLOYEE AFFIDAVIT

[To be completed only if Consultant does not have any employees]

1. Check and complete one:

☐ I, ______________________________, am a sole proprietor doing business as __________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the County, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, ______________________________, am the sole owner/member/shareholder of __________________________, a __________________________ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Agreement with the County, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

☐ I am otherwise lawfully present in the United States pursuant to federal law.

The County must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the County’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the County.

_________________________________   ____________________
Signature       Date
DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program]

I, Jessica Reske, as a public contractor under contract with the County of Park (the “County”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the County within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Signature]
Consultant Signature

[Date]
1/7/2020

STATE OF COLORADO )
COUNTY OF Adams ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of June, 2020 by Jessica Reske as president of

[Signature]
Notary Public

My commission expires: 5/13/2024

(SEAL)
Exhibit A  
Scope of Work

I. Project Purpose: The purpose of the project is to provide architectural, engineering, and archaeology services necessary to complete the construction documents and construction administration for Phase V Rehabilitation (2020-02-015) of the Paris Mill located in Park County, Colorado.

II. The Scope of Work is as follows:

Architectural & Structural Engineer Services:

- Field Documentation $1,040.00
- Principal Preservation Architect 8 hours @ $130/hour
- Construction Document Preparation (drawings & specifications) $6,480.00
- Principal Preservation Architect 16 hours @ $130/hour
- Preservation Specialist 40 hours @ $110/hour
- Construction Administration Services (Office & Field Services) $9,100.00
- Principal Preservation Architect 70 hours @ $130/hour
- Structural Engineering $12,000.00
- Reimbursable Expenses (Architect & Engineer) $1,200.00
  Includes travel expenses, printing and shipping / courier costs

  TOTAL $29,820.00

Archaeological Monitoring:

a. Provide State or Federal Archeological Permit upon contract execution
b. Have archaeological specialist attend consultation prior to field work
c. Provide archaeological monitoring during all ground disturbance activities for the Paris Mill
d. Prepare and submit a written monitoring report and complete OAHP site/archaeological forms

  TOTAL: $8,923
Exhibit B
Budget and Payment Schedule

It is agreed by both County and Consultant that the amount of Thirty-Eight Thousand Seven Hundred and Forty-Three ($38,743.00) shall represent the full and complete payment to be made by County to Consultant for this project. No work will be performed outside the start date of this contract execution. Consultant billing will itemize services, travel, photography, and other costs incurred to the date of invoice and shall contain a reference or calculation used to determine the value of services. Consultant will bill County monthly for all expenses incurred to date with respect to the following deadlines:

Payment is contingent upon completion of deliverables for full project phase. Project period ends on April 27, 2023

Architectural and Structural Engineering Services: $29,820
Archaeological Monitoring: $8,923

Total: $38,743.00

**Travel must be within SHF/State allowable rates**