

**AMENDMENT #10**  
**ON-CALL PLANNING SERVICES**  
**TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN:** Routt County (OWNER)  
**AND:** Mead and Hunt, Inc. (CONSULTANT)  
**EFFECTIVE DATE:** \_\_\_\_\_

**RECITALS**

This Amendment #10 to the Professional Service Agreement dated February 5, 2019, between OWNER and CONSULTANT.

**TERMS AND CONDITIONS**

Item 1 Scope of Project under the PROFESSIONAL SERVICE AGREEMENT shall be amended to include:

- General Aviation Development Plan
- Terminal Area Plan
- Airport Master Plan Update
- Additional Planning Services as Needed

Item 5 Employment of Illegal Aliens under the PROFESSIONAL SERVICE AGREEMENT shall be replaced entirely with the following:

5. EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION.

This Agreement and associated Amendments are subject to the provisions of the Workers with Authorization – Prohibition – Public Contracts for Services - Rules found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Consultant certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Consultant shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

B. 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 Department Program.

C. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Consultant obtains actual knowledge that any of its subconsultants performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant shall:

(1) notify the subconsultant and County, within three days of discovery of such fact, that Consultant has actual knowledge that the subconsultant is employing or contracting with a worker without authorization; and

(2) terminate the contract with the subconsultant if, within three days of receiving the notice required by subpart D.(1) above, the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant need not terminate the contract with the subconsultant if, during such three days, the subconsultant provides information establishing that the subconsultant has not knowingly employed or contracted with a worker without authorization.

E. Consultant 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 in C.R.S. Section 8-17.5-102(5).

F. If Consultant violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Consultant shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Consultant violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

**APPROVAL AND ACCEPTANCE**

Approval and acceptance of the WORK ORDER including any attachments shall incorporate this document as part of the AGREEMENT between the OWNER and the CONSULTANT dated February 5, 2019. All work and services defined in this WORK ORDER shall be performed in accordance with the terms and conditions of the aforementioned AGREEMENT between the OWNER and CONSULTANT.

Accepted by:

**Routt County**

Approved by:

**Mead and Hunt, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jeremy K. Lee

Chair, Board of County Commissioners

Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_