

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS**



**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

CONTRACT ID NUMBER:

C154183

AGENCY IDENTIFICATION NUMBER:

PDA

PROJECT NUMBER:

CMS# 29829

PROJECT NAME:

CWCB Water Conservation Planning Guidance Tools-Phase I

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS**

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

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- A** Consultant's Proposal (including Design Services Schedule and Insurance Certificate)
- B** Wage Rates Schedule
- C** **CONSULTANT CERTIFICATION**

**STATE OF COLORADO
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STATE BUILDINGS PROGRAMS**

**CONSULTANT AGREEMENT
(STATE FORM SC-5.3)**

Agency I.D. Number: PDA Contract ID No.: C154183 Project No. _____

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Colorado Department of Natural Resources Colorado Water Conservation Board 1313 Sherman ST #723, Denver CO, 80203, hereinafter referred to as the Principal Representative, and AMEC Earth & Environmental, having its offices at 1002 Walnut St., Suite 200 Boulder, CO 80302, hereinafter referred to as the Consultant.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Consultant for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number 18V, Account Number COV, Agreement Encumbrance Number C154183; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Principal Representative intends to revise the CWCB's Water Conservation Plan Guidance Documents hereinafter called the Project; and

WHEREAS, the Consultant was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of Section 24-30-1401, C.R.S. as amended.

WHEREAS, this is a phase one waived contract, waiver number 174 Consultant Agreement for Capital Construction Form (SC-5.3).

NOW THEREFORE, it is hereby agreed that

ARTICLE 1. SCOPE OF WORK

The Consultant, in consideration of State's promises hereinafter made, promises to perform and accomplish all the work and services proposed, and in accordance with the terms and conditions set forth in the scope of work description and proposal dated 2/1/11, which documents are attached hereto and made a part hereof by reference as **Exhibit A**, (including the Design Services Schedule). Consultant shall undertake and perform the necessary work and services (as detailed in the Design Services Schedule outlining the required time to perform such work and services and including Principal Representative review times) as is customarily done in the professional practice of Architecture/Engineering/Consulting in the community for undertakings of similar character, scope and magnitude.

ARTICLE 2. COMPENSATION

In consideration for the performance of the said work and services, Principal Representative agrees to pay to Consultant fees and charges not to exceed Fifty Thousand Dollars (\$50,000.00). The total fees and expenses shall be payable upon completion of the work and services and acceptance by the Principal Representative. Payment shall be made against Application for Payment (State Form SC-7.1).

ARTICLE 3. WAGE RATES

In accordance with Section 24-30-1404(1), C.R.S., as amended, the Architect/Engineer has executed a schedule, which is attached hereto and made a part hereof by reference as **Exhibit B**, Wage Rates Schedule, and in doing so is certifying that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

ARTICLE 4. AGREEMENT EXPIRATION

Unless sooner terminated, this Agreement shall remain in effect until the work and services are completed and accepted by the Principal Representative, or by August 31, 2011.

ARTICLE 5. CONTINGENT FEE PROHIBITION

In accordance with Section 24-30-1404(4), C.R.S., the Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from the award or the making of this Agreement. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

ARTICLE 6. TERMINATION OF AGREEMENT

Any breach of the terms and conditions of the Agreement by the Consultant shall, unless waived by the Principal Representative in writing, constitute a default by the Consultant hereunder and the Principal Representative shall thereafter have no obligation to the Consultant, and may select any of the remedies available to the Principal Representative under law. In the event of default by the Consultant, the Agreement may be terminated upon seven (7) days written notice to the Consultant by the Principal Representative with copies filed with the State Controller.

ARTICLE 7. CONSULTANT'S ACCOUNTING RECORDS

Records of the Consultant's Direct Personnel, Consultant, and Reimbursable Expense pertaining to this Agreement and records of accounts between the Principal Representative and Consultant shall be kept on a generally recognized accounting basis and shall be available to the Principal Representative at mutually convenient times and extending to three (3) years after final payment under this Agreement.

ARTICLE 8. ASSIGNMENT OF AGREEMENT NOT PERMITTED

The Consultant may not assign its performance of this Agreement or any part thereof without the prior written consent of the Principal Representative, but the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Agreement.

ARTICLE 9. INTEGRATION OF UNDERSTANDING

This Agreement is intended as the complete integration of all understandings between the parties. No period or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Agreement executed and approved by the Principal Representative, State Buildings and Real Estate Programs, and the State Controller.

ARTICLE 10. BENEFITS ACCRUING TO OTHER STATE EMPLOYEES OR OFFICERS

It is understood and agreed that no benefits, payments or considerations received by Consultant for the performance of services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employee, or employees, elected or appointed officers or representatives, or by any other person or persons identified as agents of, or who are by definition, public servants of the State of Colorado.

ARTICLE 11. INCORPORATION OF OTHER DOCUMENTS

The Principal Representative and Consultant understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

ARTICLE 12. WORK PRIOR TO EXECUTION OF AGREEMENT

Work or services performed, or expenses incurred prior to the execution of this Contract (State Controller approval) or any subsequent Supplement or Amendment, without the prior written consent of the State Controller, SHALL NOT be reimbursable under the terms and conditions of this contract. This is in accordance with the provisions of Section 24-30-202(3), C.R.S as amended.

ARTICLE 13. INSURANCE

13.1 COMMERCIAL GENERAL LIABILITY

13.1.1 It is agreed and understood Consultant shall maintain in full force and effect adequate commercial general liability insurance and property damage insurance, as well as workmen's compensation and employer's liability insurance pursuant to the State insurance requirements as defined below:

- .1 The Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance in the following kinds and amounts:
 - .a Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.

.b Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, independent contractors, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

.1 \$1,000,000 each occurrence;

.2 \$1,000,000 general aggregate.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Consultant shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

.c Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

- .2** The State of Colorado shall be named as additional insured on the Commercial General Liability Insurance policies. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- .3** The insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the State by certified mail.
- .4** The Consultant will require all insurance policies in any way related to this Agreement and secured and maintained by the Consultant to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- .5** All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- .6** Consultant shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the Services contemplated in this Agreement provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of Consultant, any Sub Consultant or associate thereof, or anyone directly or indirectly employed by Consultant. Consultant shall submit a Certificate of Insurance at the signing of the Work Authorization and also any notices of Renewal of said Policy as they occur.

ARTICLE 14. INDEMNIFICATION

Consultant shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

ARTICLE 15. SPECIAL PROVISIONS

- A. **CONTROLLER'S APPROVAL.** CRS §24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
- B. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. **INDEPENDENT CONTRACTOR.** 4 CCR 801-2. Consultant shall perform its duties hereunder as an independent contractor and not as an employee. Neither Consultant nor any agent or employee of Consultant shall be deemed to be an agent or employee of the State. Consultant and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Consultant or any of its agents or employees. Unemployment insurance benefits will be available to Consultant and its employees and agents only if such coverage is made available by Consultant or a third party. Consultant shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Consultant shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Consultant shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- E. **COMPLIANCE WITH LAW.** Consultant shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- G. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- H. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Consultant hereby certifies and warrants that, during the term of this contract and any extensions, Consultant has and shall maintain in place

appropriate systems and controls to prevent such improper use of public funds. If the State determines that Consultant is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §24-18-201 and §24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Consultant's services and Consultant shall not employ any person having such known interests.
- J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [***Not Applicable to intergovernmental agreements***] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- K. PUBLIC CONTRACTS 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***] Consultant 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 §8-17.5-102(5)(c), Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub-consultant that fails to certify to Consultant that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant (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 sub-consultant and the contracting State agency within three days if Consultant has actual knowledge that a sub-consultant is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a sub-consultant 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 §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Consultant participates in the Department program, Consultant shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Consultant fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Consultant shall be liable for damages.
- J. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Consultant, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

ARTICLE 16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Consultant under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this section shall apply.

Consultant agrees to be governed, and to abide, by the provisions of C.R.S. §24-102-205, §24-102-206, §24-103-601, §24-103.5-101, §24-105-101, and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Consultant's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including C.R.S §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Consultant's performance shall be part of the normal contract administration process and Consultant's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Consultant's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Consultant's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Consultant shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Consultant demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the [Insert Dept or IHE Acronym], and showing of good cause, may debar Consultant and prohibit Consultant from bidding on future contracts. Consultant may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Consultant, by the Executive Director, upon showing of good cause.

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Consultant hereby swear and affirm that they are authorized to act on Consultant's behalf and acknowledge that the State is relying on their representations to that effect. Principal is not a recognized title and will not be accepted

Project Name/Number: CWCB Water Conservation Planning Guidance Tools-Phase I
Contract ID No.: _____

THE CONSULTANT

AMEC Earth & Environmental
Legal Name of Contracting Entity

Donna R. Colville

*Signature

By Donna R. Colville, Services, CO-UT-NV
Name (print) Title

Date: 2-28-2011

STATE OF COLORADO, acting by and through:
Mike King, Executive Director Department of Natural Resources

By: *Jennifer Gimbel*
Jennifer Gimbel, Director Colorado Water Conservation Board

Date: 3/7/11

APPROVED
DEPARTMENT OF PERSONNEL & ADMINISTRATION
STATE BUILDINGS PROGRAMS
State Architect (or authorized Delegate)

By: *Jennifer Lee*
(Insert Name of Authorized Individual)

Date: 4/1/2011

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Consultant is not authorized to begin performance until such time. If Consultant begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

APPROVED:

STATE OF COLORADO
STATE CONTROLLER'S OFFICE
David J. McDermot, CPA
State Controller (or authorized Delegate)

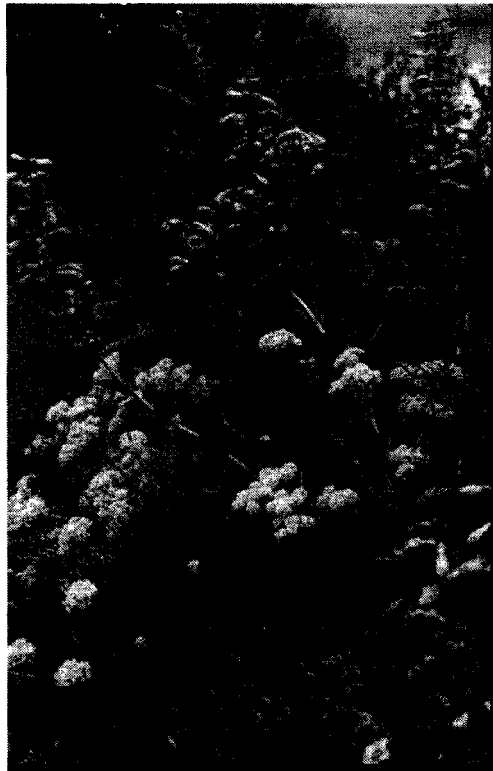
By: *Susan Borup*
Susan Borup, DNR Controller

Date: 4/11/11

CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT A

CONSULTANT PROPOSAL
(including Design Services Schedule and Insurance Certificate, attached)



CWCB Water Conservation Planning Guidance Tools Phase I

Scope of Work

February 2011



Prepared for:

Colorado Water Conservation Board
1313 Sherman St., Room 721
Denver, CO 80203



Prepared by:

AMEC Earth & Environmental
1002 Walnut Street, Suite 200
Boulder, Colorado 80302

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SCOPE OF WORK

Task 1: New Evaluative Framework for Local Water Conservation Planning

We will coordinate with Great Western Institute in developing a new water conservation framework for local water conservation planning by applying the re-assessment of water conservation classification levels developed through the 2010 SWSI effort. The new water conservation framework will define levels of conservation measures and programs which can assist providers in assessing and selecting various measures and programs that provide an overall synergistic program. The framework will also provide CWCB a more standardized means to assess municipal water conservation throughout the State as well as provide recommendations to providers on how they could be more cost effective and successful in reducing and monitoring customer water use. This task includes one meeting with Great Western Institute and CWCB to discuss their approach in developing the conservation framework, our role in supporting the process and integration of the conservation framework into the Water Conservation Plan Development Guidance Document (Guidance Document).

This task will also include a kick-off meeting with CWCB staff. The kick-off meeting will entail a discussion on the objectives, expectations and key milestones of the project as well as general format and content of the updated Guidance Document.

Task 1 Assumptions

- Great Western Institute is taking the lead on developing the conservation framework.
- AMEC will conduct a brief literature review of the following sources used to develop the conservation framework: *Best Practices Guidebook for Municipal and Industrial Water Conservation*, *SWSI Conservation Levels Analysis* report and the *2000 Utility Water Loss Report*. This will assist in developing the context in which the conservation framework should be presented in the Guidance Document.
- AMEC will work closely with Great Western Institute to ensure that the conservation framework is compatible with the Guidance Document update and is appropriately incorporated.

Task 1 Deliverables

- Agenda and materials for the Kick-off meeting

Task 2: Revision of the Water Conservation Plan Development Guidance Document

We will revise CWCB's 2005 Water Conservation Plan Development Guidance Document (2005 Guidance Document) based on Colorado Revised Statutes §37-60-126, the conservation framework described in Task 1 and input received through the stakeholder and public review processes. The updated Guidance Document will be similar in format and structure to the Municipal Drought Management Plan Guidance Document and will also include a Template with recommended items to include in a local conservation plan. These items may be categorized as either essential, beneficial, public or documentation (these were the categories used for the Drought Management Plan Guidance Document) or be modified per feedback from the stakeholder process. A set of worksheets will also be included as a tool providers can use in either pdf or excel format to develop/update their water conservation plans.

Task 2 Assumptions

- The Guidance Document will focus on the planning steps, data and analyses providers should include in water conservation plans as related to Colorado Revised Statutes §37-60-126. Background information will be provided on the importance and relevance of this information. Other sources of information that provide more detailed information on specific BMPs and water conservation measures and programs will be referenced.
- The document review process will consist of the following sequential three reviews: 1) CWCB staff, 2) Water Conservation Guidance Document Advisory Group, and 3) public review. For each review, an updated draft document will be developed incorporating comments from the previous review.

Task 2 Deliverables

- Electronic First Draft of Guidance Document for review by CWCB staff (this includes the Template and worksheets)
- Electronic Second Draft for review by the Water Conservation Guidance Document Advisory Group
- Electronic Third Draft for public review
- Electronic Fourth Draft of Guidance Document

Task 3: Stakeholder and Public Outreach

The stakeholder and public outreach process will play an integral role in updating the Guidance Document. We will work closely with CWCB staff, the Water Conservation Guidance Document Advisory Group and the public through a series of workshops and review sessions. The Water Conservation Guidance Document Advisory Group will consist specifically of covered entities as this guidance document will affect how local water conservation plans are created. The group of approximately fifteen to twenty Water Conservation Guidance Document Advisory Group stakeholders will vary both geographically and in size. This group will be involved in various stages of the document development and will most likely share members with the CWCB's Water Conservation Technical Advisory Group. This group as well as the public will have an opportunity to review and comment on the Guidance Document prior to finalization.

The outreach effort will consist of the following steps:

- Guidance Document Workshop #1 - Solicit feedback on the stakeholders' experience using the 2005 Guidance Document including both the strengths of the document as well as deficiencies and recommended changes. A questionnaire on the 2005 Guidance Document will be distributed to the attendees in preparation of the workshop.
- Guidance Document Workshop #2 – Present and receive feedback on the draft Template and worksheets described in Task 2. The draft Template and worksheets will be distributed among the stakeholders in advance of the meeting for initial review.
- The conservation framework may be presented at Workshop #2.
- Water Conservation Guidance Document Advisory Group Review - The draft Guidance Document including the draft Template and worksheets will be distributed among the Water Conservation Guidance Document Advisory Group for review.
- Public review process – The draft Guidance Document will be provided to CWCB for posting on their website during the public review process.

This task also includes our attendance at up to two WCTAG meetings through June. Brief 5 minute oral status reports on the development of the Guidance Document will be provided.

Tasks 3 Assumptions

- AMEC will work closely with CWCB staff in identifying stakeholders to invite to the guidance document workshops. CWCB will extend invitations to these invitees in addition to notifying the WCTAG of the workshop schedule and tracking who will be attending the workshops. AMEC will be responsible for sending materials to all stakeholders in advance of the workshops.
- AMEC will be responsible for facilitating both workshops. This will include recording attendee feedback and preparing materials for the meeting. Materials for the workshops will include an electronic PowerPoint presentation and necessary handouts including the questionnaire, draft Template and draft worksheets.
- CWCB staff will have an opportunity to review and comment on all workshop materials prior to the workshops.
- CWCB will provide the facilities for all workshops.
- CWCB will be responsible for notifying the Water Conservation Guidance Document Advisory Group members of the Guidance Document development process and review period. AMEC will be responsible for sending the draft Guidance Document to the Group for review and receiving comments.
- AMEC will be responsible for addressing and consolidating comments following the Water Conservation Guidance Document Advisory Group review and public review process into two matrices.

Task 3 Deliverables

- Questionnaire for distribution to stakeholders in advance of Workshop #1
- Completed questionnaires from each of the stakeholders
- Draft Template and worksheets for Workshop #2
- Workshop agendas and meeting minutes
- Two electronic PowerPoint presentations for the workshops
- Two matrices of consolidated comments following the Water Conservation Guidance Document Advisory Group Review and the public review process.

Task 4: Project Administration

This phase includes project administration activities. All invoices and progress reports submitted to CWCB will be compatible with CWCB's accounting and billing requirements.

Task 4 Deliverables

- Monthly invoices with brief progress reports summarizing the monthly work performed for each project phase.

COST ESTIMATE

The proposed time and cost estimate for this Scope of Work is provided in Table 1 below. Please note we are using our 2010 rates as a moderate discount.

Table 1: Proposed Time and Cost Estimate

POSITION	Principal Engineer	Associate Planner	Project Engineer	Project Engineer	Professional/Scientist III	Technical Writer	Clerical	Direct Expenses	Total
	HOURLY RATE	\$189	\$145	\$121	\$116	\$90	\$72	\$63	\$140
Task 1: New Evaluative Framework for Local Water Conservation Planning									
Kick-off Meeting	0	4	6	4	0	0	0	0	\$1,840
Meeting with Great Western Institute and Literature Review	0	0	10	0	0	0	0	0	\$1,280
Coordination with Great Western Institute	0	0	4	0	0	0	0	0	\$484
subtotal	0	4	20	4	0	0	0	0	\$3,604
Task 2: Revision of Water Conservation Plan Development Guidance Document									
First Draft of Updated Guidance Document (CWCB staff)	5	5	80	24	10	0	0	8	\$15,538
Second Draft (WCTAG & Stakeholder Advisory Group)	0	1	9	8	8	0	0	0	\$2,882
Third Draft (public review)	0	0	10	5	10	8	0	0	\$3,266
Fourth Draft Guidance Document	0	0	12	5	4	0	0	0	\$2,392
subtotal	5	6	111	42	32	8	8	8	\$24,078
Task 3: Stakeholder and Public Outreach									
Questionnaire & Workshop #1 Materials	2	2	16	2	0	0	0	0	\$3,136
Workshop #1 (includes meeting minutes)	0	6	12	12	0	0	0	0	\$3,714
Draft Template, Worksheets & Other Workshop #2 Materials	2	2	25	5	6	0	0	0	\$5,113
Workshop #2 (includes meeting minutes)	0	6	8	12	0	0	0	0	\$3,230
Attendance at two WCTAG monthly meetings	0	0	10	0	0	0	0	0	\$1,370
Two Comment Matrices	0	0	12	8	0	0	0	20	\$3,625
subtotal	4	16	83	39	6	0	0	20	\$20,188
Task 4: Project Administration									
Monthly invoices and status reports	0	0	12	0	0	0	0	6	\$2,130
Phase Total	9	26	226	85	38	8	8	34	\$2,130
Total Hours	\$1,701	\$3,770	\$27,346	\$9,860	\$3,420	\$576	\$2,127	\$1,200	\$50,000
Total Cost									

Note: Unless specified otherwise, we may assign personnel other than those defined in the estimate either by name, title, or rate, when the Scope of Work would be better accomplished by doing so. If other personnel are utilized they will be billed at the appropriate category rate based on the enclosed rate schedule. This will not impact any maximum cost defined for the scope of work defined in this estimate.

SCHEDULE

This Scope of Work is to be completed by the end of June 2011 assuming a start date no later than the first week of March. Key milestones and proposed target deadlines are shown in Figure 1. This schedule assumed that the public review process can be extended past the end of June.

Figure 1: Project Schedule of Milestones

CWCB Water Conservation Planning Guidance Tools - Phase I	2011										
	3/1	3/15	4/1	4/15	5/1	5/15	6/1	6/15	7/1	7/15	8/1
Kick-off Meeting											
Meeting with Great Western Institute and Literature Review											
Invitations to candidate invitees for WCTAG Group											
Questionnaire & Workshop #1 Materials											
Workshop #1											
Draft Template, Worksheets & Other Workshop #2 Materials											
Workshop #2											
First Draft of Updated Guidance Document & CWCB Review											
Second Draft and WCTAG & Stakeholder Advisory Group Review											
Third Draft of Guidance Document & Public Review											
Fourth Draft of Guidance Document											

CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT B

WAGE RATES
(attached)



AMEC Rate Schedule
CWCB Water Conservation Plan Guidance Tool Phase I

Rates		Rates	
Principal Engineer	\$189	Sr Associate Prof / Scientist	\$200
Sr. Associate	184	Associate Professional / Scientist	195
Associate	179	Professional / Scientist Manager	190
Sr. Engineering Manager III	173	Sr Project Geochemist	185
Sr. Engineering Manager II	168	Sr. Project Environmental Specialist	180
Sr. Engineering Manager I	163	Sr. Project Professional Scientist	165
Engineering Manager II	158	Professional / Scientist XII	155
Engineering Manager I	152	Professional / Scientist XI	145
Senior Project Manager	155	Professional / Scientist X	137
Project Manager	115	Professional / Scientist IX	130
Senior Project Engineer	145	Professional / Scientist VIII	120
Project Engineer V	140	Professional / Scientist VII	115
Project Engineer IV	131	Professional / Scientist VI	110
Project Engineer III	128	Professional / Scientist V	105
Project Engineer II	121	Professional / Scientist IV	100
Project Engineer I	116	Professional / Scientist III	90
Staff Engineer V	126	Professional / Scientist II	82
Staff Engineer IV	121	Professional / Scientist I	72
Staff Engineer III	116	Software Engineer	105
Staff Engineer II	108	Sr. GIS Analyst	132
Staff Engineer I	86	GIS Analyst	116
Jr. Engineer III	89	GIS Technician	66
Jr. Engineer II	83	Technical Writer	72
Jr. Engineer I	78	Project Financial Analyst	121
Engineering Tech III	79	Project Administrator	68
Engineering Tech II	71	Clerical II	63
Engineering Tech I	68	Clerical I	58

Professional / Scientist Categories include all of our professional disciplines such as:
Environmental Scientists, Geologists, Hydrologists, Hydrogeologists, Planners

Surcharges may apply for deposition and testimony

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:

Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses at cost + 10%

Subcontract Expenses: Supplies or services furnished to AMEC in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates at cost + 10%

Direct Expenses: Other expenses in support of project activities at cost + 10%

EXHIBIT C – CONSULTANT CERTIFICATION

I hereby certify:

That I am the Director of Business Services and duly authorized representative of the firm of:

AMEC Earth and Environmental; and

- a. That the wage rates and other factual unit costs supporting the compensation to be paid by the State for these professional services are accurate, complete, and current; and
- b. That I understand the original contract price and any additions shall be adjusted to exclude any significant sums by which the State determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs; and
- c. That all such contract adjustments shall be made within one year following the end of this contract.


Signature