

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



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

CONTRACT ID NUMBER:	<u>C154201</u>
AGENCY IDENTIFICATION NUMBER:	<u>PDA</u>
PROJECT NUMBER:	<u>CMS#43956</u>
PROJECT NAME:	<u>Drought tournament/gaming activity and exercise.</u>

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

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

TABLE OF CONTENTS	Page(s)
<u>RECITALS</u>	1
ARTICLE 1. Scope of Work	1
ARTICLE 2. Compensation	2
ARTICLE 3. Reimbursable Expense	2
ARTICLE 4. Agreement Expiration	2
ARTICLE 5. Termination of Agreement	2
ARTICLE 6. Consultant's Accounting Records	2
ARTICLE 7. Insurance	3
ARTICLE 8. Special Provisions	4
ARTICLE 9. Miscellaneous Provisions	6
Signature Approvals	10

Exhibits:

- A** Consultant's Proposal (including Consultant's Services Schedule and Insurance Certificates)
- B** Wage Rates Schedule
- C** Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)

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

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

Agency I.D. Number: PDA Contract ID No.: C154201 Project No. CMS#

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, hereinafter referred to as the Principal Representative, and AMEC Environment & Infrastructure, Inc. 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 424, Account Number DMP, Agreement Encumbrance Number C154201; and

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

WHEREAS, the Principal Representative intends to a do a drought tournament/gaming activity & exercise.

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 4/25/12, which documents are attached hereto and made a part hereof by reference as **Exhibit A**, (including the Consultant's Services Schedule). Consultant shall undertake and perform the necessary work and services (as detailed in the Consultant's 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 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 including a lump sum price for Reimbursable Expenses if applicable, Principal Representative agrees to pay to Consultant fees and charges not to exceed Thirty Four Thousand Three Hundred Twenty Dollars and 00 cents (\$34,320.00). Payments to the consultant on account of his fee shall be made monthly based upon consultant's performance and progress, through a properly executed Application for Payment (State Form SC-7.1).

ARTICLE 3. REIMBURSABLE EXPENSE

Reimbursable expenses are in addition to the compensation for said work and services and include actual expenditures made by the consultant and it's employees and consultants in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data. The consultant understands and agrees that a certain dollar amount as enumerated in **EXHIBIT A**, Consultant's Proposal has been established as a maximum amount to be paid for all reimbursable expenses.

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.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 DEFAULT

This Agreement may be terminated by either party upon seven (7) days written notice with copies filed with and the State Controller, should the other party fail substantially to perform in accordance with its terms through no fault of the other.

5.2 TERMINATION FOR CONVENIENCE OF STATE

The performance of the services under this Agreement may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of the State. Termination of services hereunder shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination, the Consultant shall exercise all reasonable diligence to accomplish the cancellation of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any services terminated by the Notice.

ARTICLE 6. 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 7. INSURANCE

7.1 GENERAL

The Consultant shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Consultant shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings Programs within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

7.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This insurance must protect the Consultant from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Consultant or by any Subcontractor under him or anyone directly or indirectly employed by the Consultant or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

1. Additional Insured status in favor of the State of Colorado.
2. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
3. A waiver of Subrogation in favor of all Additional Insured parties.

7.3 AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):	\$1,000,000 each accident
--	---------------------------

Coverages:

Specific waiver of subrogation

7.4 WORKERS COMPENSATION INSURANCE

The Consultant shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Consultant shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the

extent not furnished, the Consultant accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Consultant shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected

7.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

(If this contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction administrative services such as material testing, than the following Professional Errors and Omissions Liability Insurance coverage applies)

The Consultant promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage *or such other minimum coverage as determined by the Principal Representative and approved by the State Buildings Programs*. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Consultant shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Consultant, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Consultant shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$250,000	\$500,000
\$1,000,000 to \$4,999,999	\$500,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

ARTICLE 8. SPECIAL PROVISIONS

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §24-18201 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.

8.10 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.

8.11 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.

8.12 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 9. MISCELLANEOUS PROVISIONS

9.1 SUCCESSORS AND ASSIGNS

Except as otherwise provided for herein, Consultant rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-consultants approved by Consultant or the State are subject to all of the provisions hereof. Consultant shall be solely responsible for all aspects of subcontracting arrangements and performance.

9.2 WAGE RATES, in accordance with CRS 24-30-1404 (1)

As amended, the Consultant has executed a schedule, which is attached hereto and made a part hereof by reference as **Exhibit B**, Wage Rates Schedule, and by 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.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Principal Representative determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

9.3 CONTINGENT FEE PROHIBITION, in accordance with CRS 24-30-1404 (4)

As amended, 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 contract, 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 contract.

For breach or violation of this warranty, the Principal Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

9.4 EXTENT OF AGREEMENT

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

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.

9.5 CONSTRUCTION OF LANGUAGE

The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party.

9.6 SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

9.7 SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

9.8 VENUE

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

9.9 NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

9.10 WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

9.11 INDEMNIFICATION

To the extent authorized by law, the 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's fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Consultant, its employees, agents, sub-consultants or

assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other Consultants or assignees, or other parties not under the control of or responsible to the Consultant.

9.12 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 CRS 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 Principal Representative, 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 a showing of good cause.

9.13 BINDING EFFECT

Except as otherwise provided in 9.1, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

9.14 COUNTERPARTS

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

9.15 MODIFICATION

By the Parties, Except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with the Office of the State Architect.

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required

modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

9.16 SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Consultant fails to perform or comply as required.

9.17 TAXES

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions may require payment of sales or use taxes even though the product or service is provided to the State. Consultant shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Consultant for such taxes.

9.18 CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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: Drought tournament/gaming activity and exercise.
Contract ID No.: C154201, 43956

THE CONSULTANT

AMEC Environment & Infrastructure, Inc.
Legal Name of Contracting Entity


*Signature

By Jeff Brislawn Associate
Name (print) Title

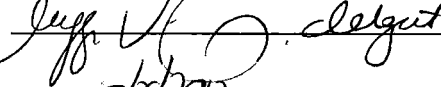
Date: 5-8-12

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

By: 
Jennifer Gimbel, Director Colorado Water Conservation Board

Date: 5/14/12

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

By: 
Date: 5/8/12

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
State Controller (or authorized Delegate)

By: 
Susan Borup, DNR Controller

Date: 5/20/12

CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT A

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

Submitted to:

Colorado Water Conservation Board

Scope of Work for:

Drought Tournament/Gaming Activity & Exercise

Submitted by:

AMEC Environment & Infrastructure

1002 Walnut Street, Suite 200

Boulder, Colorado 80302

April 19, 2012

Revised April 25, 2012

Introduction

The Colorado Water Conservation Board (CWCB) and National Integrated Drought Information System (NIDIS) are hosting a Drought Tournament the day before the State Drought Conference in September 2012. The emphasis will be on introducing the concept of drought 'gaming' to a representative assemblage from various sectors of the Colorado water resources community. The intent of the tournament will be to gain the community's attention and feedback regarding the use of drought tournaments as an innovative tool to address drought related problems, permit collaborative solutions, and to harvest critical information on drought impacts. The prologue will provide a foundation for an exciting new approach to drought planning

Objectives of this drought tournament include the following:

- Educate tournament participants on the multidisciplinary and multi-sector implications of drought through an engaging, competitive and fun environment.
- Encourage collaboration among representatives of various backgrounds and sectors.
- Provide a forum to develop contacts and information useful for future local, regional and statewide drought planning purposes.
- Introduce the concept of the "gaming forum" as a tool to engage stakeholders, develop relationships and collect information for future planning purposes.

The tournament will consist of three or four rounds where each round will entail an annual drought scenario applied to a pre-designed fictitious watershed. A round will consist of the following activities:

- The tournament facilitator will present the conditions specific to the drought scenario.
- Teams will be charged with developing a portfolio of mitigation and drought response strategies that best address possible drought impacts during the irrigation season. Teams will also be encouraged to consider long-term impacts and strategies as a result of potential consecutive-year droughts.
- The portfolios will be developed using a pre-designed list of mitigation and response strategies. Teams may have the option of developing additional innovative strategies not included on the list.
- Teams will be required to operate within a fixed monetary budget.
- At the conclusion of each round, the facilitator will describe the conditions of the basin assuming no mitigation and response strategies were implemented.
- "Team captains" will then have the opportunity to present their teams' portfolios and advocate how their portfolio best addresses the drought based on what they knew at the beginning of the round.
- Following the team presentations, the referees will use a pre-designed scoring system and "expert judgment" to determine how well each team sufficiently mitigated and responded to the drought. This evaluation will include how well each team addressed the multiple sectors in the State by considering social, economic and environmental factors.
- A running tally of the teams' scores will be maintained and presented in a fun competitive manner. There will be a prize for the winning team at the end of the tournament.

This scope of work outlines the approach to complete the project and proposes a project cost estimate and preliminary schedule.

Approach

Our proposed approach is divided into five project tasks. Task 1 encompasses the selection of

tournament participants and development of draft gaming materials for review and discussion purposes. Task 2 focuses on the testing of the tournament and refinement of the gaming materials and scoring protocol in preparation for the day of the tournament. Task 3 includes the facilitation and organizational activities necessary to host the Drought Tournament while Task 4 focuses on obtaining and recording tournament feedback. Administration activities necessary to manage the financials of the project are included in Task 5.

Task 1: Development of the Drought Tournament

1.1 Participant Selection and Invitations

The Drought Tournament will involve an estimated 55 tournament participants. These participants will include the following:

- CWCB/NIDIS – These agencies are funding and leading the development of the Drought Tournament.
- Expert Panel – A combination of four or five water and drought experts will be selected to serve on an “Expert Panel.” This Expert Panel will function as the referees during the tournament, which will be responsible for the scoring and answering questions as the teams are developing mitigation and drought response portfolios. The Expert Panel may include representatives from Colorado State University, AMEC, NDMC, NIDIS and Agriculture & Agri-Food Canada.
- AMEC - Hired Contractor to develop, organize and facilitate the Drought Tournament. We will be receiving feedback from CWCB/NIDIS and the Expert Panel throughout the process.
- Tournament players – The tournament will consist of thirty players, five teams of six players. Each team will be socially engineered to be geographically diverse and represent multiple sectors including recreation and tourism, energy, municipal providers, environment, agriculture, etc.
- Fans – Up to ten “fans” may be invited to the tournament to observe and comment on the activity. The fans may consist of out of State water and drought related stakeholders, CWCB/NIDIS staff, academia and others in the private or public sector with an interest in observing the game. The fans will be selected by the Expert Panel, AMEC and CWCB/NIDIS.

AMEC will develop a draft invitation letter to the tournament players and fans while CWCB will facilitate the invitation and RSVP process.

1.2 Development of Pre-Tournament Materials

A summary of the tournament rules and description of the fictitious watershed will be distributed to the tournament players and fans a week in advance of the tournament. These materials will be completed at a 60% draft level (for Task 1.2) focusing on the major concepts for review and feedback by the Expert Panel and CWCB/NIDIS. The drafts will be finalized for distribution to the tournament players and fans in Task 2.

- Summary of the tournament rules – Brief explanation of the tournament “basics,” objectives and rules
- Description of the fictitious watershed – The watershed will be politically and geographically neutral in order to avoid common geographic and political water related positions (i.e. east slope vs west slope), and encourage an open innovative discussion. This description will contain maps of the watershed and information/supporting graphics on the water supply, water users, economic sectors, and average climate and environmental conditions. The fictitious watershed AMEC developed for the CWCB Municipal Sample Drought Plan may be used as a starting point.
- Roster listing the teams, referees and fans

We will also develop a draft power point presentation introducing the gaming concept and rules of the tournament. This presentation will be given at the beginning of the testing simulation, revised accordingly and then the finalized version will be used to introduce the tournament on the day of the event.

1.3 *Drought Scenarios with Applied Paleo and Historic Hydrology*

We will develop three to four rounds of the tournament. Each round will consist of drought scenario applied to the fictitious watershed. We will develop the drought scenarios (e.g. D₁, D₂, D₃, D₄) to be representative of realistic drought conditions in Colorado based on State historic and paleohydrology data. Various components of the U.S. Drought Monitor (i.e. streamflow, percent of normal precipitation, etc) will be included. Three drought scenarios will be developed for Task 1 in preparation for the Task 2 simulation. Following the simulation, we will develop a fourth scenario if CWCB/NIDIS and the Expert Panel agrees that an additional scenario is necessary.

1.4 *Preliminary Lists of Mitigation and Response Strategies*

We will develop three preliminary lists of mitigation and response strategies corresponding to each drought scenario. These strategies will address potential drought impacts applicable to the diverse sectors in Colorado. We will also develop a preliminary scoring framework for discussion purposes during the first meeting. This framework will be further refined in Tasks 2.2. and 2.3 prior to Simulation Day.

1.5 *Meeting #1: Review of Materials (60% Complete)*

The focus of Meeting #1 is to introduce the concept of the tournament and basic rules to the Expert Panel and discuss the draft materials outlined above. CWCB and the Expert Panel will also have the opportunity to discuss the invitee selection list and composition of the teams.

Task 1 Assumptions

- AMEC will be responsible for scheduling, facilitating and hosting Meeting #1 with CWCB/NIDIS and the Expert Panel.
- CWCB will develop the initial and final tournament player and fan invitee lists. AMEC and the Expert Panel will review and provide input.
- CWCB will work closely with AMEC and the Expert Panel in grouping the tournament players into teams that sufficiently represent multiple sectors.
- CWCB will be responsible for finalizing and distributing the invitations as well as tracking RSVPs and answering basic questions from invitees on the event logistics.
- CWCB will be responsible for the development of the draft roster

Task 1 AMEC Deliverables

- Draft invitation for the tournament players and draft invitation for the fans
- One to two page summary of the tournament rules (Draft 1)
- Description of the fictitious basin including supporting graphics (Draft 1)
- Three drought scenarios (Draft 1)
- Draft powerpoint presentation presenting the rules of the tournament (Draft 1)
- Preliminary list of mitigation and response strategies (Draft 1)
- Preliminary scoring framework for discussion purposes

Task 2: Refinement of Gaming Materials, Scoring and Testing Simulation

2.1 Refinement of Gaming Materials for Testing

At the conclusion of Meeting #1, CWCB/NIDIS and the Expert Panel will comment on the draft gaming materials developed in Task 1. We will incorporate the feedback and test these updated draft materials on Simulation Day.

2.2 Preliminary Scoring of Drought Response and Mitigation Strategies

We will develop a preliminary means to score the drought and response mitigation strategies. This process could involve each team using a laptop to record their portfolios. The approach will be tested and refined on Simulation Day.

2.3 Scoring Tool

An excel spreadsheet will be developed to assist with and record the teams' scores at the conclusion of each round. The spreadsheet will keep a running tally of the teams' scores throughout the tournament. This spreadsheet will be tested during the simulation and updated accordingly.

2.4 Meeting #2: Testing Simulation Day

This exercise is anticipated to take six hours including time for discussion and feedback focusing on what is working well and what improvements can be made. During the simulation, the Expert Panel will serve as the "players." Two rounds of the tournament will be played using the pre-designed drought scenarios. AMEC will serve as the game facilitator and referee role while CWCB/NIDIS will have the opportunity to observe as fans and comment at the conclusion of each round.

2.5 Post Simulation Day - Refinement of Gaming Materials and Scoring

The final drafts of the gaming materials will be updated according to the feedback received from the testing simulation. If necessary, the scoring will be redistributed to the Expert Panel and CWCB/NIDIS for comment and final review.

2.6 Scoring Review

The scoring will be updated according to the feedback received from the final scoring review by the Expert Panel and CWCB/NIDIS.

Task 2 Assumptions

- AMEC will be responsible for scheduling, facilitating and hosting the Simulation Day.
- AMEC will be responsible for collecting up to seven sets of comments during each review period. This includes a single set of comments from NIDIS, CWCB and from each of the Expert Panel members (4 or 5 members). Where applicable, comments will be provided in track changes.

Task 2 AMEC Deliverables

- Gaming materials and scoring to be tested on Simulation Day
 - Draft pre-tournament materials itemized in Task 1.2 (Draft 2)
 - Draft powerpoint presentation presenting the rules of the tournament (Draft 2)
 - Draft list of mitigation and response strategies (Draft 2)
 - Preliminary scoring tool
 - Preliminary scoring (Draft 1)
- Post Simulation Day

- Final pre-tournament materials itemized in Task 1.2
- Final powerpoint presentation presenting the rules of the tournament
- Final list of mitigation and response strategies
- Final version of scoring tool
- Draft Scoring (Draft 2)
- Post Scoring Review
 - Final Scoring

Task 3: Day of Tournament – Facilitation and Organization

3.1 Coordination of Facility/Hosting Logistics

AMEC will coordinate with the facility on the logistics necessary to host the event. This includes room set-up, catering of food and beverages, lighting, AV logistics, etc.

3.2 Tournament Facilitation and Gaming Materials and Equipment

AMEC will facilitate and coordinate all gaming-related activities necessary for the Drought Tournament. Activities will include a greeting/sign in, introductions, coordination with facility/catering the day of the event, organizing the players into their teams and informing all participants of their roles, setting expectations for the day, allotting time for networking, lunch, etc. We will also facilitate a debrief with all participants at the conclusion of the event discussing what worked and improvements could be made. This period will also provide the opportunity for participants to fill out the survey described in Task 4.

Jeff Brislawn will serve as the lead facilitator while Courtney Peppler will provide assistance with facilitation, coordinate all of the daily activities necessary for the event and record the teams' presentations on their mitigation and drought response portfolios. Graeme Aggett will provide assistance with the coordination, observation of the event dynamics and recording. Lee Rozaklis will serve as a referee.

AMEC will also prepare the gaming materials listed in Task 2 necessary for playing the game. This will be a combination of powerpoint presentations (i.e. a presentation introducing a drought scenario at the beginning of a round) and handouts. Each participant will receive a notebook to organize the handouts. AMEC will also provide additional gaming "equipment" such as referee shirts, name tags, a sign-in sheet, team labels, etc.

Task 3 Assumptions

- CWCB will prepare the roster
- AMEC will be responsible for supplying all gaming materials and equipment for the tournament
- CWCB will distribute all applicable gaming materials/pre-tournament materials to the players and fans in advance of the tournament
- Food and beverage catering is anticipated to cost \$2,000.
- Gaming materials (notebooks and handouts) and gaming equipment is anticipated to cost \$2,000.
- CWCB will be responsible for obtaining a prize(s) for the winning team.

Task 3 AMEC Deliverables

- Draft and final agenda for the day of the tournament
- Final pre-tournament materials itemized in Task 1.2
- Gaming notebooks and handouts that contain the applicable final drafts of the Task 2 deliverables
- Gaming equipment necessary for the tournament

- Final powerpoint presentations presenting the rules of the game and supporting information on the drought scenarios.
- Scoring tool (including scores) necessary to operate the game.

Task 4: Tournament Follow Up

4.1 Participant Survey

We will develop a draft survey to gauge how well the Drought Tournament met the objectives stated above and identify what worked and what could be improved upon. All participants will be encouraged to fill out a survey at the conclusion of the event.

4.2 Presentation at the State Drought Conference

A forty-five minute time slot has been allotted to introduce the gaming concept and Drought Tournament at the State Drought Conference in September. We will provide up to a twenty minute presentation on the gaming concept, process involved to develop the tournament, tournament rules and an overview of the tournament outcome. Our presentation will be followed by commentary on the Drought Tournament by other participants and a question and answer session.

4.3 Conference Call: Debrief on Tournament

We will schedule and facilitate a two-hour conference call with CWCB/NIDIS and the Expert Panel to discuss the pros/cons and lessons learned from the tournament. Results of the survey will be provided prior to the call.

4.4 Draft and Final Summary Memo

We will develop up to an eight page draft memo summarizing the objectives of the tournament, how it was developed, basic rules and how it was facilitated, outcomes, pros, cons, lessons learned and future recommendations. Where applicable, this memo will refer to the gaming materials and scoring developed specifically for the event which will be included as an attachment.

Task 4 Assumptions

- CWCB/NIDIS and the Expert Panel will have an opportunity to review and comment on the draft survey and summary memo. All comments will be provided in track changes. As described in Task 3, AMEC will incorporate up to seven sets of comments.
- CWCB/NIDIS will have an opportunity to review and comment on portions of the draft presentation prior to the State Drought Conference.

Task 4 AMEC Deliverables

- Draft survey
- Final survey
- Survey results
- Draft conference presentation
- Final conference presentation
- Draft summary memo
- Final summary memo

Task 5: Project Administration

5.1 Monthly Invoices to CWCB

All invoices and progress reports submitted to CWCB will be compatible with CWCB's accounting and billing requirements.

5.2 Monthly Invoices to NIDIS/UCAR

All invoices and progress reports submitted to NIDIS/UCAR will be compatible with NIDIS/UCAR accounting and billing requirements.

Task 5 Assumptions

- Time budgeted for this task covers the effort necessary to manage two separate contracts and develop monthly progress reports.

Task 5 AMEC Deliverables

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

AMEC Project Team

The AMEC project team is uniquely qualified to carry out the Drought Tournament. Jeff Brislawn will serve as project manager bringing forth his expertise on the design of natural hazard exercises. He will be responsible for project oversight and communication with CWCB/NIDIS on financial and critical path items. Courtney Peppler will serve as assistant project manager, responsible for the development of draft materials and communication with CWCB/NIDIS on deliverables and organization details related to the day of the tournament. Lee Rozaklis will serve on the Expert Panel as a Colorado water resources expert while Graeme Aggett will provide his expertise on drought risk assessment including drought visualization work he is currently conducting for Agriculture & Agri-Food Canada. Luke Swan whom is also involved with the drought visualization project and Mack Chambers will provide graphic support.

Schedule

Table 1 provides a preliminary project schedule that provides for the completion of all work within the project timeframe. A more detailed schedule will be developed once the contract has been signed.

Table 1: Schedule

Drought Tournament/Gaming Activity & Exercise		
Task	Timeline	Notes*
Task 1: Development of Drought Tournament	Meeting #1 targeted to occur one month from date of contract	<u>Meeting #1: Review of materials at 60%.</u> Target for mid June/early July to allow sufficient time for revisions and Simulation Day. Invitations to participants should be sent early June.
Task 2: Refinement of Gaming Materials, Scoring and Testing Simulation	Simulation Day targeted to occur 2 months from date of contract	<u>Meeting #2: Simulation Day</u> Targeted for early/mid July to allow sufficient time for development of final materials.
Task 3: Day of Tournament - Facilitation and Organization	September 18, 2012	
Task 4: Tournament Follow Up	September 18 to mid November	
Task 5: Project Administration	Date of contract to mid November	

* Targeted dates assume the contract is final early/mid May.

Estimated Project Cost

Details on the total project cost estimate of \$68,640 are provided in Table 2. CWCB and NIDIS/UCAR will split the project cost where each will fund \$34,320. It is assumed that CWCB will fund Task 1 and portions of Task 2 and Task 5. NIDIS/UCAR will fund Task 3 and portions of Task 2 and Task 5.

Table 2: Project Cost Estimate

STAFF POSITION	Rozakis Professional Level 25 \$198	Harding Professional Level 25 \$198	Aggett Professional Level 19 \$180	Brislawn Professional Level 18 \$150	Peppier Professional Level 15 \$125	Swan Professional Level 12 \$110	Chambers Technician Level 13 \$68	Padrick Administrative Level 8 \$68	McAnnis Administrative Level 8 \$68	Expenses	Total
Participant Selection and Invitations	0	0	0	1	1	0	0	0	0	\$0	\$275
Development of Pre-Tournament Materials											
Tournament Rules Summary Sheet	0	0	0	2	4	0	0	0	0	\$0	\$800
Description of Fictitious Watershed	1	0	1	2	18	8	6	0	0	\$0	\$4,196
Tournament Rules Power Point	1	0	1	2	8	0	0	0	0	\$0	\$1,658
Drought Scenarios	3	3	3	3	16	4	0	0	0	\$0	\$4,558
Preliminary Lists of Mitigation and Response Strategies	0	0	0	2	14	0	0	0	0	\$0	\$2,050
Meeting #1: Review of Materials (60% Complete)	5	0	5	5	6	0	0	0	0	\$220	\$3,510
Phase Total	10	3	10	17	67	12	6	0	0	\$220	\$17,047
Refinement of Gaming Materials for Testing (60% complete)											
Preliminary Scoring of Drought Response and Mitigation Strategies	1	0	1	4	22	2	2	0	0	\$0	\$4,064
Scoring Tool	3	0	3	2	16	0	0	0	0	\$0	\$2,658
Meeting #2: Testing Simulation Day	8	0	8	12	18	0	0	0	0	\$0	\$2,374
Post Simulation Day - Refinement of Gaming Materials and Scoring	1	0	1	6	24	2	4	0	0	\$0	\$6,914
Scoring Review	0	0	0	2	8	0	0	0	0	\$0	\$4,750
Phase Total	14	0	14	28	96	4	6	0	0	\$0	\$1,300
Coordination of Facility/Hosting Logistics											
Tournament Facilitation and Gaming Materials and Equipment	0	0	0	2	6	0	0	0	4	\$2,000	\$3,322
Phase Total	10	0	10	10	16	0	0	0	8	\$2,000	\$9,624
Participant Survey											
Presentation at the State Drought Conference	0	0	1	2	16	0	0	0	8	\$0	\$3,004
Conference Call: Debrief on Tournament	1	0	2	6	14	0	0	0	0	\$0	\$3,168
Draft and Final Summary Memo	2	0	2	3	3	0	0	0	0	\$0	\$1,541
Phase Total	4	0	6	15	49	0	0	0	8	\$0	\$2,968
Monthly Invoices to CWCB											
Monthly Invoices to NIDIS/LUCAR	0	0	0	7	12	0	0	6	0	\$0	\$2,958
Phase Total	0	0	0	7	12	0	0	6	0	\$0	\$2,958
Total Hours	38	3	40	86	258	16	12	12	20	\$4,220	\$88,640
Total Cost	\$7,524	\$594	\$6,400	\$12,900	\$32,250	\$1,760	\$816	\$816	\$1,360	\$4,220	\$88,640

amec

CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT B

WAGE RATES
(attached)



**AMEC EARTH & ENVIRONMENTAL
2011 RATE SCHEDULE**

The hourly labor rates set forth below are valid from January 1, 2011 and are subject to annual revision thereafter. AMEC will provide CLIENT thirty days advance written notice of any such revisions. Professional Classification Levels refer to a broad range of professionals and can include civil and environmental engineers, scientists, hydrologists, hydrogeologists, etc.

PROFESSIONAL SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Professional Levels 1	\$55.00	Professional Level 14	\$116.00
Professional Levels 2	\$60.00	Professional Level 15	\$125.00
Professional Levels 3	\$65.00	Professional Level 16	\$135.00
Professional Level 4	\$70.00	Professional Level 17	\$142.00
Professional Level 5	\$73.00	Professional Level 18	\$150.00
Professional Level 6	\$77.00	Professional Level 19	\$160.00
Professional Level 7	\$81.00	Professional Level 20	\$165.00
Professional Level 8	\$85.00	Professional Level 21	\$175.00
Professional Level 9	\$90.00	Professional Level 22	\$180.00
Professional Level 10	\$95.00	Professional Level 23	\$188.00
Professional Level 11	\$105.00	Professional Level 24	\$193.00
Professional Level 12	\$110.00	Professional Level 25	\$198.00
Professional Level 13	\$110.00	Professional Level 26-29	\$220.00

TECHNICIAN SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by technicians at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Technician Level 1	\$30.00	\$45.00	Technician Level 10	\$55.00	\$82.50
Technician Level 2	\$32.50	\$48.75	Technician Level 11	\$60.00	\$90.00
Technician Level 3	\$35.00	\$52.50	Technician Level 12	\$65.00	\$97.50
Technician Level 4	\$37.50	\$56.25	Technician Level 13	\$68.00	\$102.00
Technician Level 5	\$40.00	\$60.00	Technician Level 14	\$73.00	\$109.50
Technician Level 6	\$42.50	\$63.75	Technician Level 15	\$77.00	\$115.00
Technician Level 7	\$45.00	\$67.50	Technician Level 16	\$82.00	\$123.00
Technician Level 8	\$47.50	\$71.25	Technician Level 17	\$86.00	\$130.50
Technician Level 9	\$50.00	\$75.00	Technician Level 18	\$90.00	\$135.00

ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Administrative Level 1	\$35.00	\$52.50	Administrative Level 6	\$58.00	\$87.00
Administrative Level 2	\$38.00	\$57.00	Administrative Level 7	\$63.00	\$94.50
Administrative Level 3	\$40.00	\$60.00	Administrative Level 8	\$68.00	\$102.00
Administrative Level 4	\$45.00	\$67.50	Administrative Level 9	\$70.00	\$105.00
Administrative Level 5	\$50.00	\$75.00	Administrative Level 10	\$72.00	\$108.00

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	Cost plus 15%
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	Cost plus 15%
Direct Expenses: Other expenses in support of project activities	Cost plus 15%



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: DNR/CWCB

Project No./Name: C154201 Drought trounament/ganing activity and exercise.

A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowing employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) 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 to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

4. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- ☐ I am a United States citizen, or
- ☐ I am a Permanent Resident of the United States, or
- ☐ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this 8th day of May, 2012.

VENDOR:

AMEC Environment & Infrastructure, Inc.

Vendor Full Legal Name

BY: [Signature]

Signature of Authorized Representative

Associate

Title