

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of December 2014, by and between Pueblo County, Colorado (hereinafter referred to as "COUNTY"), AND Keammerer Ecological Consultants Inc., (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H

WHEREAS, the County and the Consultant entered into an Agreement on March 27, 2013 for professional services of the Consultant to evaluate, prepare Report(s) and possibly to represent the County as an Expert Witness, regarding County Permitting matters relevant to the site restoration and revegetation measures that have been put in place for 5.27± miles of pipeline route within Segment S3, that were disturbed in construction of the Southern Delivery System (SDS) pipeline alignment through Pueblo County; and

WHEREAS, the Agreement dated March 27, 2013 with all attachments is part of this Agreement; and

WHEREAS, the Consultant has performed work within the Segment S3 and prepared reports which were submitted to the County; and

WHEREAS, in the March 27, 2013 Agreement, Article 3 – CONSULTANT'S SCOPE OF WORK 3.1 the third paragraph states in part: *"... Additional portions of the pipeline route may require evaluation and reports by the Consultant, with specific locations and lengths yet to be determined."*; the fourth paragraph states: *Work by the Consultant on additional portions of the pipeline route, other than the 5.27± section as described, will require another Agreement between the County and the Consultant."*; and

NOW THEREFORE, pursuant to the aforementioned March 27, 2013 Agreement, Article 3 - CONSULTANT'S SCOPE OF WORK 3.1, and in consideration of the mutual covenants and promises contained therein, the parties do hereby agree as follows:

- A. The Agreement dated March 27, 2013 is in situ with the following amendment to ARTICLE 3 - CONSULTANT'S SCOPE OF WORK.

The Consultant's Scope of Work shall be amended to include evaluation and reports of the entire Segment S3 containing 7.5 miles and review of the Reports prepared by Colorado Natural Heritage Program (CNHP) for Segment S1 and Segment S2. The Consultant, after review of said Reports, shall submit a Report to the County on the evaluation of CNHP Reports. If a field visit(s) is needed/required, the Consultant is authorized to conduct such field visit(s).

B. ARTICLE 5 – CONTRACT SUM states “The Consultant shall perform all work described in ARTICLE 3 and the Contract Documents for the sum not to exceed \$32,375.00 in 2013 and \$32,375.00 in 2014, with Consultant billing the County only for hours worked, materials, and expenses.”

The Consultant’s total cost in 2013 was \$28,216.69 resulting in a balance of \$4,158.31 for 2013; total cost to date in 2014 is \$27,311.25 resulting in a balance of \$5,063.75 with anticipated additional cost for the Scope of Work in Segment S3. The remaining \$4,158.31 from 2013 shall be used for the additional Scope of Work in 2014 for the evaluation of subsequent CNHP Segment S1 and Segment S2 Reports. The Consultant and the County shall discuss additional expense beyond the \$4,158.31 allocated monies. If additional expenses are to be incurred, the funds will come from the 2014 fund balance of \$5,063.75.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have their corporate seals hereto the day and year first above written.

Consultant: Keammerer Ecological Consultants Inc.

By: Warren R Keammerer
Title: President
Date: 10/31/2014

Pueblo County

By: Terry J. Hart
Chairman, Board of County Commissioners
Date: 12/10/14

APPROVED AS TO FORM:

By: [Signature]
County Attorney
Date: 12/09/2014