



AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of January, 2015, 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 the 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 County and the Consultant entered into an Agreement on December 12, 2014 amending ARTICLE 3 - CONSULTANT'S SCOPE OF WORK 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) and amending ARTICLE 5 - CONTRACT SUM to use the remaining cost balances in 2013 for Scope of Work in the evaluation of subsequent CNHP Segment S1 and Segment S2 Report and to use the cost balance 2014 for the Scope of Work in Segment S3; and

WHEREAS, at the end of December 2014, the Consultant's total cost in 2013 was \$28,158.31 for 2013 resulting in a balance of \$4,158.31 for 2013; total cost to date in 2014 is \$32,370.85 resulting in a balance of \$4.15. The grand total of expenditures through the end of 2014 is \$60,587.54; and

WHEREAS, the Agreement dated December 12, 2014 is part of this Agreement; and

WHEREAS, the Agreement dated March 27, 2013 and the amended Agreement dated December 12, 2014 for ARTICLE 3 - CONSULTANT'S SCOPE OF WORK 3.1 were for work performed in 2013 and 2014 with the anticipation of Colorado Springs Utilities (hereinafter referred to as "UTILITIES") revegetation Reports prepared by Colorado Natural Heritage Program (CNHP) to be submitted in 2014, and with all field work, reports prepared and filed with the County and Utilities revegetation reports evaluation done by the Consultant to be completed in 2014. However, all CNHP

revegetation Reports were not submitted in 2014, circumstances leading for possible additional field work, preparation and submittal of the final Segment S3 revegetation Report, and the review of CNHP revegetation Reports for Segments S1, S2, and S3 by the Consultant is required to be completed in 2015; and

WHEREAS, the remaining \$4,158.31 from 2013 shall be used for the additional Scope of Work in 2015 for the evaluation of subsequent CNHP Segment S1 and Segment S2 Reports. An additional amount for expenditures in the evaluation of CNHP revegetation Reports in 2015 shall be included in this Agreement pursuant to ARTICLE 5 – CONTRACT SUM and for work pursuant to ARTICLE 3 - CONSULTANT'S SCOPE OF WORK 3.

NOW THEREFORE, pursuant to the aforementioned March 27, 2013 Agreement and December 12, 2014 Agreement, ARTICLE 3 - CONSULTANT'S SCOPE OF WORK 3.1, ARTICLE 5 – CONTRACT SUM, and in consideration of the mutual covenants and promises contained therein, the parties do hereby agree as follows:

- A. ARTICLE 3 - CONSULTANT'S SCOPE OF WORK, the Agreement dated March 27, 2013 and Agreement dated December 12, 2014 are in situ:

ARTICLE 3 shall be amended to include work to be performed in 2015 as follows: the Consultant's Scope of Work shall 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, the Agreement dated March 27, 2013 and Agreement dated December 12, 2014 are in situ:

ARTICLE 5 shall be amended for the Consultant to perform all work described in ARTICLE 3, as amended herein, in 2015. The Consultant's total cost in 2013 was \$28,216.69 resulting in a balance of \$4,158.31 for 2013 and the total cost to date in 2014 is \$32,370.85 resulting in a balance of \$4.15 with anticipated additional cost for the Scope of Work in Segment S3 in 2015. The remaining \$4,158.31 from 2013 shall be used for the additional Scope of Work in 2015 for the evaluation of subsequent CNHP Segment S1 and Segment S2 Reports. In addition, the Contract Documents for the sum not to exceed \$32,375.00 in 2015, with Consultant billing the County only for hours worked, materials, and expenses.

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: 12/31/2014

Pueblo County

By: Greg A. Hart
Chairman, Board of County Commissioners

Date: 1/24/15

APPROVED AS TO FORM:

By: [Signature]
County Attorney

Date: 01/22/2015