

**RESOLUTION NO. 15- 110**

**THE BOARD OF COUNTY COMMISSIONERS  
OF PUEBLO COUNTY, COLORADO**

**APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN WRIGHT  
WATER ENGINEERS, INC., AND PUEBLO COUNTY**

**WHEREAS**, on April 13, 2015, the Board of County Commissioners passed and adopted Resolution No. 15-091 directing Pueblo County staff to investigate certain compliance matters by the Applicant and Project Participants under the Southern Delivery System (SDS) 1041 Permit, approved and issued pursuant to Resolution No. P&D 09-22; and

**WHEREAS**, staff and the Office of the Pueblo County Attorney were specifically authorized by Resolution No. 15-091 to recommend retention of engineering consultants to assist staff in the investigation of compliance issues related to stormwater controls by the SDS participants within the Fountain Creek Watershed; and

**WHEREAS**, staff has determined that it needs the expertise of water engineers to engage in the study, gathering of data, and evaluation of various matters relating to the hydrology, potamology, and sedimentation for Fountain Creek and to receive reports and consultation concerning such evaluations; and

**WHEREAS**, staff has, in the process of its initial investigation, developed a Scope of Work covering eight (8) specific areas related to these matters on Fountain Creek; and

**WHEREAS**, Wright Water Engineers, Inc., is a professional engineering firm with significant experience and with professionally trained personnel in the areas of water, water rights, hydrology, and potamology and is adjudged by staff to be qualified to accomplish the needed professional work; and

**WHEREAS**, the Office of the Pueblo County Attorney has, with the assistance of County staff, negotiated the terms and conditions of a Professional Services Agreement with Wright Water Engineers, Inc., which includes a proposed budget for the project, and Wright Water Engineers, Inc., has executed the same subject to the approval and execution by Pueblo County; and


**WHEREAS**, staff at the Pueblo County Planning and Development Department and the Department of Engineering and Public Works have reviewed the proposed Agreement and recommend approval of the same to the Board of County Commissioners. The Office of the Pueblo County Attorney has prepared, negotiated, and approved the proposed Agreement and also recommends that this Board approve and execute the same, subject to the appropriation of funds for said purpose.

**RESOLUTION NO. 15- 110 (CONTINUED)**

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Pueblo County, Colorado, that the Professional Services Agreement between Wright Water Engineers, Inc., a Colorado Corporation, and Pueblo County, Colorado, the terms and conditions of which are incorporated herein by this reference, is hereby approved and the Chair is hereby authorized to execute the same on behalf of Pueblo County.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of May 2015, in Pueblo County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS  
OF PUEBLO COUNTY, COLORADO**

By:   
\_\_\_\_\_  
Liane "Buffie" McFadyen, Chair

**ATTEST:**

By:   
\_\_\_\_\_  
Gilbert Ortiz, County Clerk

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this 20<sup>th</sup> day of May, 2015, by and between Pueblo County, Colorado, a Body Corporate and Political Subdivision of the State of Colorado, hereinafter sometimes referred to as "County", and Wright Water Engineers, Inc., a Colorado Corporation, hereinafter sometimes referred to as "WWE" or "Consultant".

County desires to obtain the professional engineering services of WWE to engage in the study, gathering of data, and evaluation of various matters related to hydrology, potamology and sedimentation for Fountain Creek and other water resources and to, upon request from County, receive written reports from WWE concerning such evaluations.

WWE is a professional engineering firm with significant experience and with professionally trained personnel in the areas of water, water rights, hydrology, and potamology and is qualified to accomplish the Scope of Work set forth in this Agreement.

The parties have reached an Agreement concerning the engagement of WWE, the work to be performed, payment for the work, and related matters and now desire to set forth the same in a writing.

NOW THEREFORE, for and in consideration of the mutual promises, terms, covenants and conditions as are hereinafter set forth, the parties agree as follows:

### 1. ENGAGEMENT OF WWE

County hereby engages and hires WWE and WWE hereby accepts such engagement and hire to perform the work and services more particularly described herein in accordance with, and upon all of the terms and conditions set forth, in this Agreement.

### 2. SCOPE OF WORK AND ESTIMATED COST

The Scope of Work (or Work) to be performed by WWE is more particularly described in **Exhibit A** hereto. The parties agree that the initial Scope of Work includes the eight items set forth on **Exhibit A**, and further agree that as Work commences that the Scope may be better, or more completely defined and the parties agree to jointly prepare an Amendment or an Addendum to this Agreement to reflect any such change, definition, and/or refinement as may occur and be agreed upon by both parties. Based upon the information provided by County, WWE has developed a suggested budget and estimated cost of its services. The suggested budget for the estimated cost of WWE services for each of the following elements which comprise the Scope of Work is set forth following each element.

### 3. COMPENSATION

Compensation for the services of WWE shall be calculated on a time and expense basis. Time related charges for professional services shall be made in accordance with Wright Water Engineers, Inc. 2015 Schedule of Hourly Rates as is more particularly set forth on **Exhibit B** attached hereto and incorporated herein by reference. Expenses incurred by WWE shall also be calculated in accordance with **Exhibit B**. County agrees to pay such compensation and reimbursement for costs and expenses incurred in the performance of the Work in accordance with the Terms of Payment set forth on **Exhibit B**. If WWE services extend into 2016, WWE shall submit its 2016 Schedule of Hourly Rates to the County, the same shall be considered approved by the County if the County does not object to the same within thirty (30) days of submission to the County.

As the Work commences and proceeds, WWE agrees to keep County informed if it anticipates that the time and resulting charges for any one or more of the elements in the Scope of Work will exceed, by 10% or more, the suggested budget allowance and time estimates set forth in **Exhibit A**. County may, in its discretion, direct that work on a given element cease if it appears that the suggested budget allowances are insufficient and that the estimated cost will be exceeded by 10% or more.

**No Multi-Fiscal Year Obligation on County.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the County, contrary to Article X, § 20 Colorado Constitution or any other constitutional or statutory debt limitation. The obligations of the County under this Agreement are subject to annual appropriations made for that purpose by the Board of County Commissioners.

### 4. ADDITIONAL RESPONSIBILITIES OF COUNTY

The County, at its sole cost and expense, shall cooperate with WWE in all respects, including but not limited to, the provision of information pertaining to the Scope of Work to be performed by WWE.

County shall also designate, in writing, the name(s) of a person or persons to act as County representative(s) for the Work to be performed under this Agreement. Such person(s) shall have the authority to transmit instructions to WWE through WWE's designated representative(s), to receive information, and to interpret and define County's policies and decisions with respect to all aspects of the Work covered by this Agreement.

## **5. ADDITIONAL RESPONSIBILITIES OF WWE**

All services to be performed under this Agreement by WWE shall be performed in accordance with generally accepted engineering practices and standards in effect when the services are rendered.

WWE shall designate, in writing, a person or persons to act as WWE's representative(s) for the Work to be performed under this Agreement. County acknowledges and understands that WWE personnel involvement will be based on specific task needs. Based upon previous representations from WWE, it is the expectation of County that the WWE team members will include: Kenneth Wright, P. E., Lead Engineer, Patricia Flood, P.E., Water Rights, Andrew Earles, P.E., Hydrology and Hydraulics, Wayne Lorenz, P.E., Project Evaluation, and Jane Clary, MS4 Evaluation, and such other staff members as WWE, in its sole discretion, determines to involve in the completion of the Work.

## **6. COMMENCEMENT AND COMPLETION**

WWE agrees to begin performance of the Work immediately upon the execution of this Agreement by both parties. Thereafter, WWE shall execute the Work with due diligence and the Work shall be completed in a timely manner commensurate with the task involved in the Scope of Work which WWE has agreed to perform. WWE shall not be responsible for delays in performing the Scope of Work that may result from causes beyond the reasonable control or contemplation of WWE. WWE will take reasonable steps to mitigate the impact of any such delay.

## **7. CONFIDENTIALITY AND WORK PRODUCT**

Unless otherwise required and agreed upon in a subsequent Addendum between the County and WWE, WWE will act as a non-testifying consultant in completing the Scope of Work. WWE and County agree that all work product, including data gathered and reports generated pursuant to this engagement, are to be kept confidential between County and WWE. It is the expectation of County that much of the Work performed including data gathered and reports generated may become public records and at such time as the County makes the same public records then the obligation of confidentiality shall expire and be of no further force and effect as to those records made public by the County.

WWE and County recognize and agree that WWE's work product submitted in the performance of this Agreement is a part of the services rendered and is intended only for the County's use and benefit. No person or entity, other than the County, shall be entitled to rely on WWE's performance of its services and all work product generated pursuant to this Agreement.

## 8. LIABILITY INSURANCE

WWE shall purchase and maintain all of the insurance described in the succeeding subsections hereof, for not less than the limits of liability therein specified or the amounts specified in the Colorado Governmental Immunity Act, whichever is greater, to protect County from claims under Workers' Compensation Acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damage to property which may arise out of or result from WWE's operations under this Agreement, whether such operations are by WWE or by any subcontractor or anyone directly or indirectly employed by any of them.

a). **Workers' Compensation Insurance.** WWE and all subcontractor(s), if any, engaged by WWE shall comply with the requirements of the Workers' Compensation Act of Colorado, as amended, and shall provide Workers' Compensation Insurance, including Occupational Disease Provision, to protect WWE and its subcontractors, if any, from and against any and all Workers' Compensation claims arising from performance of Work under the Agreement. The County will not execute the Agreement until WWE has submitted evidence, acceptable to the County's Attorney, that such Workers' Compensation Insurance is in effect and will remain in effect during the term of the Agreement and for such additional time Work on this project is being performed.

b). **Comprehensive General Liability Insurance.** WWE shall procure and maintain at his own expense during the term of the Agreement and for such additional time as Work on this project is being performed, Comprehensive General Liability Insurance covering all Work to be performed under this Agreement. This insurance shall be written with a minimum limit of \$1,000,000.00 for any injury, including personal injury or damage to property, to one person in any single occurrence, and a minimum of \$1,000,000.00 for any injury, including personal or damage to property, to two or more persons in any single occurrence. The policy of insurance shall name the County of Pueblo as an additional insured.

c). **Comprehensive Automobile Liability Insurance.** WWE shall procure and maintain at its own expense during the term of the Agreement and for such additional time as Work on this project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with a minimum limit of \$1,000,000.00 for any injury, including personal injury or damage to property, to one person in any single occurrence, and a minimum of \$1,000,000.00 for any injury, including personal or damage to property, to two or more persons in any single occurrence. This insurance shall include uninsured/underinsured motorist coverage. Such coverage must include all automotive equipment used in the performance of the Agreement, both on and off the project site, and must include non-ownership and hired cars coverage.

Certificates of Insurance covering all of the insurance required to be maintained by WWE, shall be filed with County upon execution of this Agreement and upon subsequent policy renewals.

## 9. SUSPENSION OF WORK

Work under this Agreement may be suspended in accordance with the following provisions:

a). **By County.** Upon written notice to WWE, County may suspend all or a portion of the Work under this Agreement if unforeseen circumstances make normal progress of the Work impracticable. WWE shall be compensated for its reasonable expenses resulting from such suspension including the expenses of mobilization and demobilization. If any such suspension is greater than 30 days, then WWE shall have the right to terminate this Agreement in accordance with Section 10 of this Agreement.

b). **By WWE.** Upon written notice to County, WWE may suspend the Work if WWE reasonably determines that working conditions at various sites (outside WWE's control) are unsafe, or are in violation of applicable laws, or for other circumstances not caused by WWE that substantially interfere with normal progress of the Work.

## 10. TERMINATION

This Agreement may be terminated as follows:

a). **By County.** (i) For its convenience with 30 days notice to WWE, or (ii) for cause if WWE materially breaches this Agreement through no fault of County and WWE neither cures such material breach nor makes reasonable progress towards cure within ten days after County has given written notice of the alleged breach to WWE.

b). **By WWE.** (i) For cause, if County materially breaches this Agreement through no fault of WWE and County neither cures such material breach nor makes reasonable progress towards cure within ten days after WWE has given written notice of the alleged breach to County, or (ii) upon five days notice if Work under this Agreement has been suspended by either County or WWE in the aggregate for more than 30 days.

c). **Payment Upon Termination.** In the event of termination, WWE shall perform such additional work at the direction of the County as is reasonably necessary for the orderly closing of the Work. WWE shall be compensated for all work performed prior to the effective date of termination, plus work required by the County for the orderly closing of the Work.

## 11. INDEMNIFICATION

Effective immediately, this indemnification shall be subject to the provisions of 13-50.5-102 C.R.S. that was passed by the Colorado Legislature and signed by the Governor

during the 2015 Colorado legislative session, WWE hereby agrees to indemnify and hold harmless County from any claim, action, demand, or liability arising out of, or related to, the negligent acts, errors, or omissions of WWE or anyone for whom WWE is legally responsible for in the performance of its duties under this Agreement. The indemnity granted herein shall extend to and include costs and reasonable attorney's fees incurred by the County in addressing any such claim, action, or demand. WWE's obligation to indemnify the County as set forth herein shall survive the termination or expiration of this Agreement. By requiring this indemnification, the County, in no way, waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. Neither party shall have any liability for loss of profit or any other indirect, incidental, special, or consequential damages, however brought or asserted.

## **12. INDEPENDENT CONTRACTOR**

The parties understand and agree that WWE shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay on behalf of its employees, all withholding taxes, social security, unemployment, Workers' compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. WWE acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Workers' Compensation. WWE has no authority to enter into contracts or other binding obligations on behalf of the County.

## **13. PROHIBITION ON PUBLIC CONTRACTS FOR SERVICES REGARDING EMPLOYMENT OF ILLEGAL ALIENS**

WWE agrees to be bound by the provisions concerning the employment of illegal aliens as are more particularly set forth on **Exhibit C** attached hereto and incorporated herein by this reference.

## **14. NOTICES**

Any notices required or permitted under this Agreement shall be by personal delivery, electronic mail, or Certified Mail sent the United States Post Office at the addresses set forth below:

### **Notice to County**

Pueblo County Department of Planning and Development  
ATTN: Joan Armstrong, Director  
229 W. 12<sup>th</sup> St.  
Pueblo, CO 81003-2810  
Phone: (719) 583-6100  
E-Mail: [armstron@co.pueblo.co.us](mailto:armstron@co.pueblo.co.us)



## **Notice to WWE**

Wright Water Engineers, Inc.  
ATTN: Kenneth Wright  
2490 W. 26<sup>th</sup> Ave., Suite 100A  
Denver, CO 80211  
Phone: (303) 480-1700  
E-Mail: [krw@wrightwater.com](mailto:krw@wrightwater.com)

### **15. GOVERNING LAW**

This Agreement shall be construed and interpreted under the laws of the State of Colorado.

### **16. SEVERABILITY**

In the event one or more, but not all, of the provisions of this Agreement are declared to be unlawful or unenforceable by a Court of competent jurisdiction, such determination shall not affect the legality or enforceability of the remainder of the terms and provisions of this Agreement.

### **17. BINDING**

When executed by the parties hereto, this Agreement shall be a binding agreement and shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

### **18. MODIFICATION AND ASSIGNMENT**

This Agreement may be modified only by a writing signed by each of the parties hereto. Neither party may assign this Agreement without the express written permission of the other party which permission may be denied for any reason, including an arbitrary reason.

### **19. DUPLICATES**


This Agreement may be executed in duplicate original counterparts, each of which shall constitute an original but all which shall constitute one and the same document.




## EXHIBIT A

### SCOPE OF WORK


a). **The Helton Report.** WWE will analyze and prepare a written report for County upon the reasonableness of the assumptions made, and the technical data used by D. Helton Consulting, LLC., in its study and report on Fountain Creek prepared for the Fountain Creek Watershed, Flood Control and Greenway District. WWE shall examine the findings and conclusions of the Helton Report on Fountain Creek flows and water right calls in terms of impact on the channel capacity of Fountain Creek and related impacts to Pueblo County. WWE will include its opinion of the Colorado State Water Engineer's position on the constraints of detention storage and related issues on Fountain Creek and upon the 10,000 CFS pass-through assumption or estimate used in the Helton analysis.

Suggested Budget Allowance: \$9,000.00. ~~Estimated Time: 60 Hours.~~ *see del* 

b). **Fountain Creek Sediment and Channel Capacity.** WWE will analyze, evaluate, and report on Fountain Creek sediment loading in terms of its effect on channel aggradation both above and below Fountain Creek's confluence with the Arkansas River. WWE will also state its opinion of the effect of such aggradation on FEMA maps.


Suggested Budget Allowance: \$21,000.00. ~~Estimated Time: 150 Hours.~~ *see del* 

c). **Stormwater Projects.** WWE will evaluate and report upon which high-priority stormwater projects listed in the 2013 CH2M Hill, City of Colorado Springs & El Paso County report would be beneficial to Pueblo County, including a prioritization of these projects in terms of benefit to Pueblo County. This section of the report shall also identify which of those 2007 and 2010 high priority projects of the City of Colorado Springs Stormwater Enterprise ("SWENT") have been completed to date and a comparison of those projects to the CH2M Hill report identified above. WWE shall also evaluate and comment upon, from the perspective of Pueblo County, an expected report by the City of Colorado Springs Stormwater Drainage staff on stormwater expenditures made by the City of Colorado Springs since 2000.


Suggested Budget Allowance: \$12,000.00. ~~Estimated Time: 80 Hours.~~ *see del* 

d). **Increased Flows.** WWE will evaluate, quantify and report on increased Fountain Creek flow (base flow and peak flow) caused by urbanization in Colorado Springs and El Paso County including imported flows and impervious surfaces. Included will be additional study and reporting by WWE on which stormwater mitigation efforts may reduce peak flows but also contribute to increases in base flow. The WWE work on this component will include an examination of water quality, sediment loading,


erosional forces, and the quantification of the base flow regime and its effect on channel morphology.

Suggested Budget Allowance: \$28,000.00. ~~Estimated Time: 200 Hours.~~ *WWE* 

e). **Fountain Creek Channel Rectification.** WWE will identify, describe and recommend Fountain Creek Channel improvements which will provide and improve safe passage of flood flows through Pueblo County and the City of Pueblo and the sustainability of such improvements. WWE will also evaluate, and report on, in terms of successes and failures, the list of potential solutions prepared by the U.S. Geological Survey including evaluation and reporting on the experiences of the U.S. Bureau of Reclamation and the U.S. Army Corps of Engineers on Fountain Creek.

Suggested Budget Allowance: \$35,000.00. ~~Estimated Time: 250 Hours.~~ *WWE* 

f). **MS4 Permits.** WWE will identify, evaluate and report on MS4 Permits held by the City of Colorado Springs and will also monitor and evaluate the concerns of and the actions by the Lower Arkansas Valley Conservancy District related to MS4 Permit compliance.

Suggested Budget Allowance: \$10,000.00. ~~Estimated Time: 70 Hours.~~ *WWE* 

g). **Consultations.** WWE will evaluate, report on, and assist Pueblo County in selecting stormwater control projects in the Fountain Creek Watershed to be funded by the \$50,000,000.00 in mitigation payments to be made in accordance with the requirements of the Pueblo County 1041 Permit issued for the construction and operation of the Southern Delivery System. WWE will also provide consultations to County on related issues as requested by County and agreed upon by the parties

A cost and time estimate will be supplied as the work proceeds.

h). **Assistance in Administrative Proceedings.** WWE acknowledges and understands that County may request WWE to present the results of its evaluations and reports in an adversary administrative proceeding. County agrees to pay WWE for an such services including testimony of WWE experts in accordance with the terms and conditions of a subsequent Addendum to this Agreement or of a separate Agreement to be entered into by the parties.

WRIGHT WATER ENGINEERS, INC.  
2015 SCHEDULE OF HOURLY RATES

**EXHIBIT B**

PERSONNEL	RATE PER HOUR
SENIOR PRINCIPAL/CONSULTANT	\$218
SENIOR PROJECT ENGINEER/CONSULTANT	\$191
SENIOR ENGINEER/SCIENTIST CONSULTANT	\$179
ENGINEERING/SCIENTIST PROFESSIONAL I	\$162
ENGINEERING SPECIALIST/CONSULTANT	\$152
ENGINEERING/SCIENTIST PROFESSIONAL II	\$129
ENGINEERING DESIGNER/PROFESSIONAL III	\$119
ENGINEERING TECHNICIAN I	\$108
ENGINEERING TECHNICIAN II	\$95
ENGINEERING TECHNICIAN III	\$92
ENGINEERING TECHNICIAN IV	\$71
ENGINEERING TECHNICIAN V	\$66
♦ Automobile at 60 cents per mile	♦ GIS computer at 20 dollars per hour.
♦ Four-wheel drive/Pick up truck vehicle at 70 cents per mile	♦ In-house computer at 10 dollars per hour.
♦ AutoCAD computer at 15 dollars per hour.	♦ Infowater® at 20 dollars per hour.
	♦ Civil 3D at 25 dollars per hour.
<p><i>Seven and one-half percent (7.5%) will be added to all reimbursable expenses to cover administration for special consultants, independent laboratory tests, direct printing costs, telephone, supplies, lodging and subsistence, all in-house computer, auto, postage, fax, and travel.</i></p>	

**TERMS OF PAYMENT:** It is agreed that this account will be billed on a monthly basis. Unless otherwise approved by the Company, payment is due upon receipt of invoice. Mail payment to the main office of the Company at 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211. If payment is not received, client agrees to pay interest at the rate of 1.5 percent per month on the outstanding balance. This does not constitute a credit arrangement, and in no case shall the minimum payment be less than 33 percent of the amount billed. If account is placed with an attorney for collection, client agrees to pay court costs and reasonable attorney fees. The liability of Wright Water Engineers, Inc. for losses or damages arising out of the errors, omissions, or negligence of Wright Water Engineers, Inc. while providing professional services shall be limited to the total fee due Wright Water Engineers, Inc. pursuant to this agreement.

## EXHIBIT C

### **Prohibitions on Public Contracts for Services Regarding Employment of Illegal Aliens:**

If WWE has any employees or subcontractors, WWE shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Agreement. WWE shall not knowingly employ or contract with an illegal alien to perform work under this contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

By execution of this Agreement, WWE certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that WWE will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified in C.R.S. §§ 8-17.5-101 (3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- A. WWE shall not:
  - (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - (ii) Enter into a contract with a subcontractor that fails to certify to WWE that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
  
- B. WWE has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or Department Program.
  
- C. WWE shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.
  
- D. If WWE obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, WWE shall:
  - (i) Notify the subcontractor and the County within three (3) days that WWE has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subcontractor does not stop employing or contracting with the illegal alien; except that WWE shall not terminate the contract with the subcontractor if during such three days, the subcontractor provides

information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. WWE shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- F. If WWE violates this provision of this Agreement, the County may terminate this contract for breach of contract and WWE shall be liable for actual and consequential damages to the County as required by law.
- G. The County will notify the Office of the Secretary of State if WWE violates this provision of the Agreement and the County terminates the Agreement for such breach.