

WATER CONSERVATION BOARD
1313 SHERMAN STREET, ROOM 721
DENVER, CO 80203

DATE: 12-12-07

IMPORTANT
The PO# and Line # must
appear on all invoices,
packing slips, cartons
and correspondence



**PURCHASE
ORDER**
STATE OF COLORADO

Buyer: **MAGGIE VAN CLEEF**
Phone Number: **303-866-4188**
Agency Contact: **STEVEN SHULL**
Phone Number: **303 866 3998**

ACC: 12-11-07

P.O. # **OE PDA 08000000059** Page# **01**

State Award #

FEIN **840340160** Phone: **970-249-3813**

Vendor Contact:

Purchase Requisition #:

V **UNCOMPAHGRE VALLEY WATER USERS ASSN**
E
N
D **PO BOX 69**
O **MONTROSE** **CO 81402-0069**
R

BID #

Invoice in Triplicate

To: **DIVISION OF WATER CONSERVATION**
1313 SHERMAN STREET, ROOM 721
DENVER, CO 80203

Payment will be made by this agency

Ship **DIVISION OF WATER CONSERVATION**
To: **1313 SHERMAN STREET, ROOM 721**
DENVER, CO 80203

Delivery/Installation Date: **09-30-08**

F.O.B. DESTINATION **STATE PAYS NO FREIGHT**

INSTRUCTIONS TO VENDOR:

1. If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

SPECIAL INSTRUCTIONS:

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	91843000000				\$56,700.00
	WATER SUP RES GRANT-EXAMINE FEASIBILITY OF DEVELOPING ADDT'L WATER STORAGE BY FAIRVIEW RESERVIOR PER ATTACHED WORK SCOPE				

DOCUMENT TOTAL = **\$56,700.00**

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
This PO is effective on the date signed by the authorized individual.

DPPO PAA

FOR THE STATE OF COLORADO

Authorized Signature

Date

Purchase Order Terms and Conditions

1. **Offer/Acceptance.** If this purchase order ("PO") refers to your bid or proposal, then this PO is an ACCEPTANCE of your OFFER TO SELL in accordance with the terms and conditions of the IFB/RFP, as stated in your bid. If no bid or proposal is referenced, this PO is an OFFER TO BUY, subject to your acceptance, which must be demonstrated by either your performance of this PO or by a formal acknowledgment in writing. Any COUNTER-OFFER TO SELL is automatically construed as a CANCELLATION of this PO unless a change order is issued accepting a counter-offer. In the event vendor form(s) or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgment, or otherwise, vendor agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document and this PO shall supersede and control over those contained in vendor's form(s) regardless of any statement to the contrary in such form(s). Unless the purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on vendor forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.

2. **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO must conform to the standards required by the William Steiger Occupational Safety and Health Act of 1970. Bidders must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. **Changes.** Vendor agrees to furnish products and/or services in strict accordance with the specifications, and at the price set forth for each item. Nothing in this PO may be added to, modified, superseded or otherwise altered except in writing signed by an authorized representative of the agency purchasing office and acknowledged by vendor. Each shipment received or service performed shall be only upon the terms contained in this PO, notwithstanding any terms contained in any invoice or other act of vendor other than acknowledgment of a written change order to this PO.

4. **Delivery.** Unless otherwise specified in the solicitation or in this PO, delivery shall be FOB destination. In its acceptance of any quotation offer, the agency is relying on the promised delivery date, installation, or service performance as material and basic to its acceptance. In the event of vendor's failure to deliver or perform as and when promised, the agency reserves the right to cancel its order, or any part thereof, without prejudice to its other rights, and vendor agrees that the agency may return all or part of any shipment so made, and may charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. **Rights in Data, Documents, Computer Software or Other Intellectual Property.** Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials delivered by vendor in the performance of its obligations under this PO shall be the exclusive property of the State. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

6. **Quality.** The State will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.

7. **Warranties.** All provisions and remedies of the Uniform Commercial Code ("UCC") relating to both implied and expressed warranties are herewith referred to and made a part hereof and are in addition to any warranties stipulated in the specifications.

8. **Inspection and Acceptance.** Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements, the agency may exercise all of its rights, including those provided in the UCC. The agency reserves the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform with PO requirements, the agency may require vendor to perform the services again in conformity with PO requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the agency may (i) require vendor to take necessary action to ensure that the future performance conforms to PO requirements and (ii) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the agency in the termination provisions of this PO, or remedies otherwise available at law or in equity.

9. **Cash Discount.** The cash discount period will start from date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized agency representative, whichever is later.

10. **Taxes.** The State agency, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government use taxes [CRS 39-26-14(a) and 203, as amended]. Tax exempt numbers for the specific agency may be found elsewhere in this PO. Vendor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

11. **Prompt Payment.** State law and regulations provide that vendors will be paid within 45 days after receipt of products or services and a correct notice of amount due, unless otherwise agreed to by contract or special conditions of the PO. A State liability not paid within 45 days is considered delinquent and, unless otherwise agreed to, interest on the unpaid balance shall be paid beginning with the 46th day at the rate of 1% per month until paid in full. A liability shall not arise if a good faith dispute exists as to the agency's obligation to pay all or a portion of the liability. Vendors shall invoice the agency separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest is to be paid and the applicable interest rate. [CRS 24-30-202(24), as amended.]

12. **Vendor Offset.** Pursuant to CRS 24-30-202.4, as amended, the State Controller may withhold payment for debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (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, found to be owing to the State or its agencies by final agency determination or reduced to judgment, as certified by the State Controller.

13. **Assignment and Successors; Antitrust Claims.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of the State, which shall not be unreasonably withheld. This PO shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment of accounts receivable may be made only with written notice furnished to the purchasing agency or institution.

14. **Indemnification.** In the event any article sold or delivered under this PO is covered by any patent, copyright, trademark, or application thereof, vendor will indemnify and hold harmless the State from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation, infringement or the like of rights under such patent, copyright, trademark or application. If this PO is for services, to the extent authorized by law, vendor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services ordered by this PO.

15. **INDEPENDENT CONTRACTOR.** VENDOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER VENDOR NOR ANY AGENT OR EMPLOYEE OF VENDOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. VENDOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING INCLUDING ALL FEDERAL AND STATE INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID PURSUANT TO THIS PO. VENDOR ACKNOWLEDGES THAT

VENDOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS VENDOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. VENDOR SHALL HAVE NO AUTHORIZATION EXPRESS OR IMPLIED TO BIND THE STATE TO ANY AGREEMENT, LIABILITY, OR UNDERSTANDING, EXCEPT AS EXPRESSLY SET FORTH HEREIN. VENDOR SHALL PROVIDE AND KEEP IN FORCE, AND SHOW PROOF OF UPON REQUEST, WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR ITS ACTS AND THOSE OF ITS EMPLOYEES, AND AGENTS.

16. **Communication.** All communications, including reports, notices, and advice of any nature, concerning administration of this PO, prepared by vendor for the agency's use, must be furnished solely to the purchasing agent within the agency purchasing office.

17. **Compliance with Laws.** Vendor agrees to comply with all applicable federal and State laws, regulations and policies, as amended, including those regarding unfair labor practices, anti-kick-back and collusion.

18. **Americans with Disabilities Act (ADA) Requirements.** If this solicitation contemplates the provision of services to the public, vendor shall, in addition to any other requirements under Title 11 of the ADA, comply with the Title 11 requirements of the ADA regarding the accessibility of State services and programs, as an explicit requirement. Vendor assures that, at all times during the performance of any resulting PO, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of, services, programs, or activities performed by vendor for the benefit of the State.

19. **Insurance.** Vendor shall obtain, and maintain at all times during the term of this PO, insurance as specified in the solicitation or order, and shall provide proof of such coverage.

20. **Termination For Default/Cause.** a. Except as otherwise agreed, the UCC shall govern in the case of goods. In the case of services, if vendor refuses or fails to timely perform any of the provisions of this PO, with such diligence as will ensure its completion within the time specified in this PO, the purchasing agent may notify vendor in writing of non-performance, and if not promptly corrected within the time specified, such agent may terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure to properly perform. Vendor shall continue performance of the PO to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the PO price.

b. In the case of remedies exercised under this paragraph for services, or analogous remedies exercised under the UCC for in goods, the purchasing agency may withhold amounts due to vendor as the purchasing agent deems necessary to reimburse the purchasing agency for the excess costs incurred in curing, completing or procuring similar goods and services.

c. In the case of either goods or services, vendor shall not be in default by reason of any failure in performance of this PO in accordance with its terms, if such failure arises out of acts of God, acts of the public enemy, acts of the State or any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

d. If after rejection, revocation, or other termination of vendor's right to proceed under the provisions of the UCC or this clause, it is determined for any reason that vendor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

21. **Termination For Convenience.** a. If not accepted by written acknowledgment, this PO may be canceled by written or oral notice to vendor prior to shipment of goods or beginning of performance of services.

b. Unless otherwise agreed in writing, in addition to the rights and remedies governing goods in the UCC, the purchasing agent may, when the interests of the purchasing agency so require, terminate this PO in whole or in part for the convenience of the agency or institution. The purchasing agent shall give written notice of the termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall incur no further obligations except to the extent necessary to mitigate costs of performance. In the case of services or specially manufactured goods, the State shall pay reasonable settlement expenses, the PO price or rate for supplies and services delivered and accepted, the reasonable costs of performance on unaccepted supplies and services, and a reasonable profit for that unaccepted work, in accordance with the cost principles promulgated in accordance with CRS 24-107-101, as amended. In the case of existing goods, the State shall pay reasonable settlement expenses, the PO price for goods delivered and accepted, reasonable costs incurred in preparation for delivery of the undelivered goods, and a reasonable profit for that preparatory work. The amount of the termination liability under this paragraph shall not exceed the amount of the PO price plus a reasonable cost for settlement expenses. Vendor agrees to submit a termination proposal as well as reasonable supporting documentation, cost and pricing data, and a certification as required CRS 24-106-101, as amended, upon request of the purchasing agent.

22. **Purchase Order Approval.** This PO shall not be valid unless it is executed by the purchasing agent for the purchasing State agency or institution. The State shall have no responsibility or liability for products or services delivered or performed prior to proper execution hereof.

23. **Fund Availability; Federal Funds Contingency.** 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. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. If this PO contemplates the purchase of goods to be delivered in a single installment, the State represents that it has set aside sufficient funds to make payment under this PO in accordance with its terms.

24. **Choice of Law.** This PO is made in, and the laws of the State of Colorado shall govern, in connection with the formation, performance and the legal enforcement of, this PO. Unless otherwise specified in the solicitation or this order, venue for any judicial action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS 24-109-106, as amended, prior to commencing any judicial action against the State.

25. **Uniform Commercial Code.** All references in this PO to the UCC shall mean the UCC as adopted by the State of Colorado at Title 4, Colorado Revised Statutes, as amended.

26. **Non-discrimination.** Vendor agrees to comply with the letter and spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

27. **[Not applicable to Intergovernmental POs] ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS:** a. Vendor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Vendor shall not knowingly engage an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly engage an illegal alien to perform work under this PO. Contractor represents, warrants, and agrees that it (i) has verified that it does not engage any illegal aliens, through participation in the federal Basic Pilot Employment Verification Program and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and vendor shall be liable for actual and consequential damages.

b. Vendor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this PO.

Exhibit A

Scope of Work

WATER ACTIVITY NAME -

Joint Venture, Off-System Raw Water Storage Project 7 Water Authority/Uncompahgre Valley Water Users Association

GRANT RECIPIENT –

Uncompahgre Valley Water Users Association

FUNDING SOURCE -

Basin Account - \$56,700.00

BACKGROUND

Project 7 Water Authority was formed in 1977 for the purpose of purchasing raw water, treating raw water through a treatment facility, and selling treated water wholesale to six Contracting Parties, the City of Montrose, the City of Delta, the Town of Olathe, Tri-County Water Conservancy District, Chipeta Water District and Menoken Water District. The six Contracting Parties, in turn, deliver water to a total population of 38,000 - 40,000. The customer base lies within the Uncompahgre Valley from Ridgway to Delta.

Uncompahgre Valley Water Users Association was established in 1902 as the operating and managing entity for a United States Bureau of Reclamation project designed to provide a season long supply of irrigation water to the agricultural community of the Uncompahgre Valley. The water storage element of the project is Taylor Park Reservoir. The backbone of the delivery system is the 5.8 mile long Gunnison Tunnel and the 11 mile long South Canal, which transfer water from the Gunnison River to the Uncompahgre River.

Project 7 Water Authority (P7) and Uncompahgre Valley Water Users Association (UVWUA) are examining the feasibility of constructing a raw water storage reservoir to augment the existing Fairview Reservoir. P7 receives raw water via the Gunnison Tunnel and South Canal with eventual storage in Fairview Reservoir. The water rights are owned by UVWUA, and Fairview Reservoir is owned and operated by P7. The reservoir has a design capacity of 500 acre-feet, but it is estimated that due to siltation and physical constraints only 350-400 acre-feet are actually available.

During the irrigation season the Gunnison Tunnel transports 1000 cfs into the valley, or about 2000 acre-feet per day. In the winter, tunnel delivery is intermittent, serving only Project 7's needs. Under normal circumstances, the tunnel gate is opened for about 1.5 days every two weeks to enable refilling of Fairview Reservoir. Complete shutdown of

the tunnel is required each year for tunnel maintenance. The length of time required for shutdown varies from year to year, depending upon specific maintenance required. In 2006, P7 delivered 9353 acre-feet of treated water to its customers. From October 2006 through January 2007 the average daily production by P7 was 16.2 acre-feet per day. At that rate, should the tunnel be out of service for an extended period of time, 24 days of storage would be available from Fairview Reservoir. Under a best case scenario, a 2001 agreement between P7 and the City of Montrose would allow an additional 7.5 acre-feet per day to be diverted to Fairview from Cerro Reservoir if Cerro is full and excess flow is available. This could possibly, but not likely, extend the Fairview reserve supply to 46 days.

A new reservoir is contemplated for construction in one of the deep draws in the vicinity of Fairview Reservoir and the South Canal on BLM and/or private land. A reservoir capacity sufficient to supply P7 customers with domestic water for up to one full year is the ultimate objective.

SUMMARY OF TASKS

The Off-System Raw Water Storage project will examine the feasibility of developing additional raw water storage in the proximity of the existing Fairview Reservoir. Specific tasks and deliverables associated with the project are described below.

Task 1 – Identify Potential Sites

The rough terrain in the vicinity immediately south and east of Fairview Reservoir offers what would appear to be several potential reservoir sites. The high ridges are conducive to deep reservoirs with substantial volume potential. Upon initial inspection, there are 3 or 4 potential sites above the South Canal and another 3 or 4 sites below the South Canal.

Task 2 – Perform Initial Screening

Order of magnitude earthwork volumes and prospective storage volumes will be determined for all sites, and presented to the project proponents for initial screening.

Task 2 analysis will consist of estimating potential storage volumes for several sites along with order of magnitude costs for constructing a dam. The two or three sites with the lowest cost/benefit ratio will be identified for more detailed study in Task 3. The most promising two or three sites will be identified for detailed study.

Task 3 - Perform Detailed Evaluation of Selected Sites

Detailed evaluation will involve field and office investigations and analysis of the selected sites. Specific areas of concentrated study are:

3.a. Geotechnical Considerations

A feasibility level geotechnical analysis will focus on the review of site characteristics as outlined in the Colorado Geologic Survey Special Publication #6 which includes, as applicable:

- Avalanche
- Landslide
- Rockfall
- Mudflow
- Debris Fan
- Unstable Slopes
- Potentially Unstable Slopes
- Seismic Effect
- Radioactivity
- Ground Subsidence, and
- Expansive soil and rock

The study effort will include a review of existing literature, geologic and topographic information. The review will include the best available topographic maps of the potential sites and recent aerial photograph stereo pairs for each site.

The study process will begin with a defect finding phase which would rule out a site from further consideration. The second phase would be an effort to determine the geotechnical engineering adequacy of the site for additional study.

The proposed budget does not include subsurface information obtained with a drill rig or backhoe and laboratory testing.

3.b. Environmental Considerations

A preliminary site assessment of potential sites will be performed for identification of environmental issues that could be relevant to site selection. Included in this section will be BLM permitting requirements for sites partially or wholly on BLM land. The scope of the preliminary assessment will be to identify the presence of jurisdictional wetlands and any other flora or fauna that may trigger permitting and mitigation. Actual wetland delineations will not be done.

3.c. Dam Safety Considerations

We will have preliminary discussions with the Division of Water Resources Dam Safety Engineer to make a preliminary assessment of factors pertaining to dam design such as:

- Hazard Classification
- Hydrology
- Embankment Design
- Spillway Design
- Outlet Structure Design

Each potential site will require an order of magnitude determination of structure costs that will be heavily influenced by dam safety requirements.

3.d. Pumping and Transmission Requirements

Each site will be evaluated for means of transporting water from the South Canal to the reservoir, and from the reservoir to either Fairview Reservoir or directly to the water treatment plant. A desired secondary benefit to the reservoir is release to the UVWUA delivery system. The Water Users office will be consulted for guidance in determining the most effective means of making such releases either back into the South Canal or into one or more of the system laterals.

Many, if not all, of the potential sites will require pumping either into or out of the reservoir. Pumping and release rates will be estimated from requirements supplied by Project 7 and UVWUA, and pipelines, pumps and control structures sized accordingly.

Transport system alignments will be determined along with easement/right-of-way needs.

An initial assessment will be made of power supply and operation and maintenance requirements associated with each site.

3.e. Water Rights Considerations

We will meet with UVWUA personnel to develop an understanding of water rights currently owned by the UVWUA and used by Project 7 for potable water treatment. The review will include the Gunnison Tunnel decree and applicable exchange decrees.

The objective of this phase of the study is to be able to state an engineering opinion on the use of the water rights for the proposed reservoir, and to confirm the yield of the existing water for the potential reservoir. This subtask will also include a review or “brainstorming” examination of additional water rights strategies to improve and enhance the water supply for Project 7 and the UVWUA, and provide engineering recommendations on additional water rights filings, if appropriate.

3.f. Cost Considerations

An opinion of construction and O&M costs associated with each alternative will be developed. Costs will be order of magnitude as best as can be determined without more extensive study.

Existing land ownership and costs associated with acquisition, permitting, or lease will be an element of the cost analysis.

Task 3 analysis will address the six evaluation criteria described above. A weighting system suitable to the applicants needs will be developed and utilized for Task 4.

Task 4 – Perform Comparative Analysis of Alternatives

Alternative sites will be compared and ranked, with cost being the primary factor. Costs will be expressed both as total cost and cost per acre-foot.

Task 4 analysis will address the six evaluation criteria described in Task 3. A weighting system suitable to the applicants will be applied to perform a comparative analysis of the most promising potential reservoir.

Task 5 – Report Preparation

A draft report will be prepared and submitted to the project participants for review and comment. A pre-final draft will then be forwarded to the Gunnison Basin Round Table for further comment. A final draft will then be submitted to the Colorado Water Conservation Board.

BUDGET

Task 1 – Identify Potential Sites	\$4,500
Task 2 – Initial Screening	\$1,200
Task 3 – Detailed Evaluation	
3.a. Geotechnical	\$9,500
3.b. Environmental	\$7,500
3.c. Dam Safety	\$5,700
3.d. Pumping and Transmission	\$6,500
3.e. Water Rights	\$7,000
3.f. Opinion of Costs	\$7,200
Task 4 – Comparative Analysis	\$2,000
Task 5 - Report	<u>\$5,600</u>
Total Lump Sum Fee	\$56,700

PROJECT 7 - UVWUA		05-07-2007								
RAW WATER STORAGE RESERVOIR										
Manhour Estimate		Principal	PE	Sr ACAD	Total	Sub.	Sub.	Sub.	Total	TOTAL
Task	Description	135.00	95.00	80.00	DMC	Geotech	Environ.	Water	Subs	FEE
1	Identify Potential Sites	20	2	20						
	Sub-total Hours	20	2	20	42				-	-
	Sub-total Fee	2,700	190	1,600	4,490				-	4,490
2	Initial Screening	9								
	Sub-total Hours	9	-	-	9				-	9
	Sub-total Fee	1,215	-	-	1,215				-	1,215
3	Site Evaluation									
	Geotech (Lambert)	12	5	5	22	7,000			7,000	9,495
	Environmental (Walsh)	12	5	5	22		5,000		5,000	7,495
	Water Rights (WWE)	12	4		16			5,000	5,000	7,000
	Dam Safety	20	24	10	54				-	5,760
	Pumping/Transmission	19	33	10	62				-	6,500
	Opinion of Costs	12	45	16	73				-	7,175
	Sub-total Hours	87	116	46	249					
	Sub-total Fee	11,745	11,020	3,680	26,445	7,000	5,000	5,000	17,000	43,445
4	Comparative Analysis	8	6	4						
	Sub-total Hours	8	6	4	18				-	18
	Sub-total Fee	1,080	570	320	1,970				-	1,970
5	Draft/Final Report	24	8	20						
	Sub-total Hours	24	8	20	52				-	52
	Sub-total Fee	3,240	760	1,600	5,600				-	5,600
	TOTAL FEE	19,980	12,540	7,200	39,720	7,000	5,000	5,000	17,000	56,720
Project Schedule		2007								
Task		Aug	Sep	Oct	Nov	Dec				
1	Identify Potential Sites	xxx								
2	Initial Screening	xxx								
3	Site Evaluation		xxxxxxxxxxxxxxxx							
4	Comparative Analysis				xxx					
5	Draft/Final Report				xxxxxxx					

Rates Revised – Applicant will pay cost increase Revised by Rick Brown, January 15, 2008. See L:\Section Folders\IWMD\WSRA\September2007grant\Procurement e-mail file copy for agreement by applicant.

PROJECT 7 - UVWUA		05-07-2007									
RAW WATER STORAGE RESERVOIR		01-11-2008									
Manhour Estimate		Principal	PE	Br ACAD	Total	Sub.	Sub.	Sub.	Total	TOTAL	
Task Description		495.00	99.00	66.00	DMC	Geotech	Environ.	Water	Subs	FEE	
		142.00	99.00	83.00							
1 Identify Potential Sites		20	2	20							
	Sub-total Hours	20	2	20	42				-	-	
	Sub-total Fee	3,700	180	1,600	4,480				-	4,480	
		2,840	198	1,660	4,698					4,698	
2 Initial Screening		9	-	-	9				-	9	
	Sub-total Hours	9	-	-	9				-	9	
	Sub-total Fee	1,345	-	-	1,345				-	1,345	
		1,278	-	-	1,278					1,278	
3 Site Evaluation											
	Geotech (Lambert)	12	5	5	22	7,000			7,000	9,495	
	Environmental (Walsh)	12	5	5	22		5,000		5,000	7,495	
	Water Rights (WWE)	12	4		16			5,000	5,000	7,000	
	Dam Safety	20	24	10	54				-	5,780	
	Pumping/Transmission	19	33	10	62				-	6,500	
	Opinion of Costs	12	45	15	73				-	7,175	
	Sub-total Hours	87	115	45	247						
	Sub-total Fee	11,745	11,030	3,680	26,455	7,000	5,000	5,000	17,000	43,445	
		12,354	11,484	3,818	27,656	7,323	5,231	5,231	17,785	45,441	
4 Comparative Analysis		8	6	4					-	18	
	Sub-total Hours	8	6	4	18				-	18	
	Sub-total Fee	1,060	670	320	1,650				-	1,650	
		1,135	594	332	2,062					2,062	
5 Draft/Final Report		24	8	20					-	52	
	Sub-total Hours	24	8	20	52				-	52	
	Sub-total Fee	3,240	760	1,600	5,600				-	5,600	
		3,408	792	1,660	5,860					5,860	
	TOTAL FEE	18,880	13,640	7,300	39,720	7,000	5,000	5,000	17,000	66,720	
		21,016	13,068	7,470	41,554	7,323	5,231	5,231	17,785	69,339	
Project Schedule		2007-2008									
Task		Aug-Jan	Feb-Mar	Apr-May	Jun-Jul	Aug-Sep	Oct-Nov	Dec			
1 Identify Potential Sites		xxx									
2 Initial Screening		xxx									
3 Site Evaluation			xxxxxxxxxxxxxxxx								
4 Comparative Analysis				xxx							
5 Draft/Final Report					xxxxxxxx						
						NOTE:					
						The resulting total fee for DMC increased					
						4.6% due to annual fee adjustments that					
						went into effect on December 29, 2007					
						(copy of fee schedule is attached).					
						We ask for a proportionate increase to					
						be applied to subconsultants fees.					

SCHEDULE

The Schedule as outlined above will be adjusted based on date of notice to proceed as follows.

Task 1 - Notice to proceed plus 1 month

Task 2 - Notice to proceed plus 1 month

Task 3 - Start 1 month after notice to proceed. Complete 75 days after notice to proceed

Task 4 – Start 3 months after notice to proceed. Complete 3-4 months after notice to proceed

Task 5 – Start 3 months after notice to proceed. Complete 4-5 months after notice to proceed

PAYMENT

Payment will be made based on actual expenditures and invoicing by the water activity sponsor. The request for payment must include a description of the work accomplished

by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. The last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed.

All products, data and information developed as a result of this grant must be provided to CWCB in hard copy and electronic format as part of the project documentation.