

# STATE OF COLORADO

## Colorado Water Conservation Board Department of Natural Resources

1313 Sherman Street, Room 721  
Denver, Colorado 80203  
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Bill Ritter, Jr.  
Governor

Harris D. Sherman  
DNR Executive Director

Jennifer L. Gimbel  
CWCB Director

Dan McAuliffe  
CWCB Deputy Director

January 30, 2009

Clear Creek County on behalf of  
Upper Mountain Counties Water Needs Consortium  
c/o Berten Weaver  
PO Box 2000  
Georgetown, CO 80444

### **RE: Notice to Proceed—Upper Mountain Counties Water Needs Assessment**

Dear Berten:

This letter is to inform you that the contract for your grant request totaling \$174,350 to assist in the funding of the Upper Mountain Counties Water Needs Assessment has been signed on January 27, 2009. An original signed copy of the contract is attached.

With the executed contract, you are now able to proceed with the project and begin invoicing the State of Colorado for costs incurred from January 27, 2009 through June 30<sup>th</sup>, 2010. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

Sincerely,

Greg Johnson, CWCB  
(303) 866-3441 ext. 3249

State of Colorado, Colorado Water Conservation Board  
Contract Routing Number (CLIN #): 09 PPA 00014  
Contract No. 150429  
Grant Amount: \$174,350

## GRANT CONTRACT

THIS CONTRACT, by and between the State of Colorado, for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board, located at 1313 Sherman Street, Suite 721, Denver, Colorado 80203, (the "**State**"), and Clear Creek County, a county of the State of Colorado, located at P.O. Box 2000, Georgetown, CO 80444 ("**Contractor**" or "**Grantee**").

### FACTUAL RECITALS

- A. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for encumbering and subsequent payment of this contract through the Colorado Financial Reporting Systems (COFRS).
- B. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
- C. Grantee's bid was selected in accordance with Colorado law and State Procurement Rules pursuant to the issuance of a grant which was awarded to Grantee by the Colorado Water Conservation Board at its May 2008 board meeting;
- D. Authority for the agency entering into this Contract arises from Colorado Revised Statutes (CRS) 39-29-109(1)(a)(III), 37-75-102 and 37-74-104(2)(c) and Senate Bill 06-179 adopted by the 2006 General Assembly.
- E. The State has allocated grant funds for the Upper Mountain Counties Water Needs Assessment. Grantee is ready, willing and able to provide such a task.

NOW THEREFORE, in consideration of and subject to the terms, conditions, provisions and limitations contained in this contract, the State and Contractor agree as follows:

### AGREEMENT

#### 1. Definitions

The following terms as used in this contract shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction and interpretation:

- 1.1. "**Compensation**" means the funds payable to Contractor by the State which are related to the Goods and Services set forth in the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein.
- 1.2. "**Contract**" means this contract for Goods and Services, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this contract, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to State Fiscal Rules and Policies.

- 1.3. **"Exhibit"** means a statement of work document, schedule, budget, or other identified exhibit which has been incorporated into and attached to this contract.
- 1.4. **"Goods"** means anything that is produced or manufactured and that is obtained by the State, either in and of itself, or in conjunction with services.
- 1.5. **"Services"** means services performed or tangible material produced or delivered in the performance of services.

## **BASIC CONTRACT TERMS**

### **2. Statement of Work**

Contractor shall perform the Services described in **Exhibit A**, Scope of Work.

### **3. Performance Standard**

Contractor shall perform the Services described in **Exhibit A**, Scope of Work, in accordance with the highest standard of care, skill and diligence provided by a professional person or company in performance of work similar to the Services, and all services, and all consumables, products, and materials used in performance of the Services shall be of good quality and free from faults and defects. Contractor warrants that (a) services or goods provided under this contract shall meet the description in **Exhibit A**, Scope of Work, (b) there are no pending or threatened suits, claims, or actions of any type with respect to the services or goods provided and (c) the services and goods shall be free and clear of any liens, encumbrances, or claims arising by or through Contractor or any party related to Contractor.

### **4. Performance Term**

- 4.1. This contract shall be effective upon approval by the Colorado State Controller, or designee (the "Effective Date") and extend through June 30, 2010. Performance of this contract shall commence as soon as practicable after the Effective Date and shall be undertaken and performed in the sequence and manner set forth in **Exhibit A**, Scope of Work.
- 4.2. In the event the State desires to continue the Services and a replacement contract has not been fully approved by the termination date of this contract, the State, upon written notice to Contractor, may unilaterally extend this contract for a period of up to three (3) months. The contract shall be extended under the same terms and conditions as the original contract, including, but not limited to prices, rates and service delivery requirements. This extension shall terminate at the end of the three (3) month period or when the replacement contract is signed by the Colorado State Controller or an authorized delegate.

### **5. Grant Award (Compensation)**

- 5.1. Payment of compensation pursuant to this contract will be made as earned, in whole or in part, from available State funds encumbered in a maximum amount not to exceed \$174,350 for the performance of the Services required by this contract and **Exhibit A**, Scope of Work. Satisfactory performance under the terms of this contract shall be a condition precedent to the State's obligation to compensate Contractor.
- 5.2. The maximum compensation payable under this contract, and under any renewal hereof, shall include all Contractor fees, costs and expenses.
- 5.3. The State shall not be liable to Contractor for payment of work or services or for costs or expenses incurred by Contractor prior to the "Effective Date".

## **6. Availability of Funds**

This contract is contingent upon the continuing availability of State appropriations as provided in Section 2 of the Colorado Special Provisions, incorporated as a part of this contract. The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. If Federal appropriations or grants fund this contract in whole or in part, the contract is subject to and contingent upon the continuing availability of appropriated Federal funds for this contract. If State of Colorado or Federal funds are not appropriated, or otherwise become unavailable to fund this contract, the State may immediately terminate the contract in whole or in part without further liability.

## **PROCEDURES FOR AND OBLIGATIONS OF CONTRACT PERFORMANCE**

### **7. Billing/Payment Procedure**

- 7.1. The State shall establish billing procedures and pay Contractor the contract price or rate for Services performed, reviewed, and accepted or Goods delivered, inspected, and accepted pursuant to all the terms and conditions of this contract, including without limitation, performance, quality, milestones and completion requirements for payment set forth in **Exhibit A**, Scope of Work, and the State's inspection and acceptance rights in Section 8. Contractor shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the State. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described Services and Goods. Incorrect payments by the State to Contractor due to omission, error, fraud, or defalcation shall be recovered from Contractor by deduction from subsequent payments under this contract or other contracts between the State and Contractor or collected as a debt due to the State.
- 7.2. Invoices and payments shall be mailed using the US Postal Service or other delivery service with a properly addressed stamped envelop to the address specified by the Contractor on form W-9 or other similar form and by the State in its billing procedures.
- 7.3. The State shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents Goods and/or Services which have been accepted by the State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning with the forty-sixth (46th) day at a rate of one percent (1%) per month until paid in full; provided, however, that no interest shall accrue with respect to unpaid amounts for which the State has delivered to Contractor notice of a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the applicable interest rate.

### **8. Inspection and Acceptance**

The State reserves the right to inspect Services provided under this contract at all reasonable times and places during the term of this contract, including any extensions. If any of the Services does not conform to contract requirements, the State may require Contractor to promptly perform the Services again in conformity with contract requirements, at no additional cost to the State. When defects in the quality or quantity of Services cannot be corrected by re-performance, the State may:

- (a) require Contractor to take necessary action to ensure that future performance conforms to this contract requirements; and
- (b) equitably reduce the payment due to Contractor to reflect the reduced value of the Services performed.

These remedies shall in no way limit the remedies available to the State in other provisions of this contract or remedies otherwise available in equity or at law, all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of

- 5.4 The maximum amount available during each fiscal year of this contract for the purchase of Goods and Services shall be:
- (a) \$174,350 in fiscal year 2009;
  - (b) \$174,350 minus any funds expended in fiscal year 2009 in fiscal year 2010.

## **6. Availability of Funds**

This contract is contingent upon the continuing availability of State appropriations as provided in Section 2 of the Colorado Special Provisions, incorporated as a part of this contract. The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. If Federal appropriations or grants fund this contract in whole or in part, the contract is subject to and contingent upon the continuing availability of appropriated Federal funds for this contract. If State of Colorado or Federal funds are not appropriated, or otherwise become unavailable to fund this contract, the State may immediately terminate the contract in whole or in part without further liability.

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performed.

These remedies shall in no way limit the remedies available to the State in other provisions of this contract or remedies otherwise available in equity or at law, all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of contract or default by the State.

## **9. Reporting**

Unless otherwise provided in this contract or the exhibits hereto, Contractor shall submit, on a quarterly basis and upon termination or completion of work, a written progress report analyzing the performance under this contract and specifying progress made for each activity identified in Contractor's duties and obligations. Such written analysis shall be in accordance with the procedures developed and prescribed by the State. The preparation of reports in a timely manner shall be the responsibility of Contractor and failure to comply may result in the delay of payment of funds and/or termination of this contract. Required reports shall be submitted to the State not later than the end of each calendar quarter, or at such time as otherwise specified. Notwithstanding anything herein to the contrary, including without limitation the priority provisions set forth in Section 35, specific reporting requirements set forth in **Exhibit A**, Scope of Work, or in other exhibits to this contract, shall take precedence over this general reporting provision.

## **10. Rights in Data, Documents, and Computer Software**

- 10.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Contractor in the performance of its obligations under this contract (the "Work Product"), shall be the exclusive property of the State and all Work Product shall be delivered to the State by Contractor upon completion, termination, or cancellation of this contract. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work.
- 10.2 Contractor shall not use, willingly allow, cause or permit such property to be used for any purpose other than the performance of Contractor's obligations under this contract, without the prior written consent of the State. The rights of the State with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

## **11. Maintenance, Inspection and Monitoring of Records**

- 11.1 Contractor shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of programs or the delivery of Services or Goods under this contract, and shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided, that if an audit by or on behalf of the Federal and/or Colorado State government has begun but is not completed or audit findings have not been resolved after a three (3) year period, such materials shall be retained until the resolution of the audit findings.
- 11.2 Contractor shall permit the State, the Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records during the term of this contract and for a period of three (3) years following termination of this contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Contractor's performance hereunder.
- 11.3 Contractor also shall permit these same described entities to monitor all activities conducted by Contractor pursuant to the terms of this contract. As the monitoring agency, in its sole discretion, may deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any

other reasonable procedure. All such monitoring shall be performed in a manner that will not unduly interfere with contract performance.

## **12. Confidentiality of State Records and Information**

- 12.1 Contractor acknowledges that it may come into contact with confidential information in connection with this contract or in connection with the performance of its obligations under this contract, including but not limited, to personal records and information of individuals. It shall be the responsibility of Contractor to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Contractor made by a third party who is not an authorized party to this contract shall be immediately forwarded to the State's principal representative for resolution.
- 12.2 Contractor shall notify all of its agent, employees, subcontractors and assigns who will come into contact with State information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by the contract and as approved by the State. State information shall not be retained in any files or otherwise by Contractor or its agents, except as set forth in this contract and approved by the State. Disclosure of State records or information may be cause for legal action against Contractor or its agents. Defense of any such action shall be the sole responsibility of Contractor.

## **13. Litigation Reporting**

Contractor, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves Services provided or Contractor's performance under this contract, which has been filed in any Federal or state court or administrative agency, shall deliver copies of such document to the State's principal representative, or in absence of such designation, to the chief executive officer of the department, agency, or institution executing this contract on behalf of the State.

## **14. Conflict of Interest.**

- 14.1 During the term of this contract, Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations under this contract.
- 14.2 Additionally, Contractor acknowledges that in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, Contractor shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Contractor's obligations to the State in accordance with the terms and conditions of this contract, without the prior written approval of the State.
- 14.3. In the event that Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.
- 14.4. Contractor and subcontractors, permitted under the terms of this contract, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of contracts. No employee, officer or agent of Contractor or any permitted subcontractor shall participate in the selection, or in the award or administration of a contract or

subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (a) an employee, officer or agent;
- (b) any member of the employee's immediate family;
- (c) an employee's partner; or
- (d) an organization, which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Contractor's or subcontractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential contractors, or parties to sub-agreements.

## **REPRESENTATIONS AND WARRANTIES**

**15. Warranties.** During the term of this contract and for a period of six (6) months following the State's final acceptance under this contract, Contractor warrants as follows:

- 15.1 All Services under this Contract shall be performed in accordance with the specifications set forth in this contract and **Exhibit A** and in a manner acceptable to the State. Contractor shall re-perform any Services that fail to satisfy this warranty.
- 15.2 All deliverables delivered under this contract by Contractor shall meet the specifications set forth in this contract and **Exhibit A**. Contractor shall correct or replace any deliverables which fail to satisfy this warranty.

The foregoing warranties and such other warranties as may be set forth in **Exhibit A**, Scope of Work, are a part of the minimum work requirements of this contract, and as such will be at no additional cost to the State.

## **16. Licenses, Permits, and Responsibilities**

Contractor certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the Services and/or deliver the Goods covered by this contract. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this contract, without reimbursement by the State or other adjustment in contract price. Additionally, all employees of Contractor performing services under this contract shall hold the required licenses or certification, if any, to perform their responsibilities. Contractor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform this contract, shall be deemed to be a default by Contractor and grounds for termination of this contract by the State.

## **17. Tax Exempt Status**

Contractor acknowledges that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax authority. The State also is not liable for any Contractor franchise or income related tax. No taxes of any kind shall be charged to the State.

## **18. Legal Authority**

Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind Contractor to its terms. Contractor



agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado. The person(s) executing this contract on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this contract.

## **19. Compliance with Applicable Law**

- 19.1 Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this contract. Contractor also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under this contract.

## **REMEDIES**

### **20. Remedies**

In addition to any other remedies provided for in this contract, and without limiting the remedies otherwise available at law or in equity, the State may exercise the following remedial actions if Contractor substantially fails to satisfy or perform the duties and obligations in this contract. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Contractor. These remedial actions are as follows:

- (a) Suspend Contractor's performance pending necessary corrective action as specified by the State, without Contractor's entitlement to adjustment in price/cost or schedule. Furthermore, at the State's option, a directive to suspend may include suspension of this entire contract or any particular part of this contract that the State determines in good faith would not be beneficial or in the State's best interests due to Contractor's substantial non-performance. Accordingly, the State shall not be liable to Contractor for costs incurred after the State has duly notified Contractor of the suspension of performance under this provision, and Contractor shall promptly cease performance and incurring costs in accordance with the State's directive;
- (b) Withhold payment to Contractor until the necessary Services or corrections in performance, development or manufacture are satisfactorily completed;
- (c) Request the removal from work on this contract of employees or agents of Contractor identified by the State, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this contract the State deems to be contrary to the public interest or not in the best interests of the State;
- (d) Deny payment for those Services or obligations which have not been performed which have not been provided and which, due to circumstances caused by Contractor, cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- (e) Terminate this contract for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

### **21. Termination for Convenience**

- 21.1 When the interests of the State so require, the State may terminate this contract in whole or in part, for the convenience of the State. The State shall give written notice of termination to Contractor specifying the termination of all or a portion of this contract and the effective date of such. Exercise by the State of this termination for convenience provision shall not be deemed a breach of contract by the State. Upon receipt of written notice, Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Contractor shall stop work to the extent specified. Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated work. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials

prepared by Contractor under this contract shall, at the option of the State, be delivered by Contractor to the State and shall become the State's property. The State may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor shall complete and deliver to the State the work not terminated by the notice of termination and may incur obligations as are necessary to do so within the contract terms.

- 21.2 If this contract is terminated by the State as provided herein, Contractor shall be paid an amount which bears the same ratio to the total compensation as the Services satisfactorily performed or the deliverables satisfactorily delivered or installed bear to the total Services or deliverables covered by this contract, less payments of compensation previously made. In addition, for contracts that are less than 60% completed, the State may reimburse the contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by Contractor during the contract period which are directly attributable to the uncompleted portion of Contractor's obligations covered by this contract. In no event shall reimbursement under this clause exceed the contract amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

## **22. Termination for Default/Cause**

If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this contract, the State may notify Contractor in writing of such non-performance. If Contractor fails to promptly correct such delay or non-performance within the time specified, the State, may at its option, terminate this entire contract or such part of this contract as to which there has been delay or a failure to properly perform. If terminated for cause, the State shall only reimburse Contractor for accepted work or deliverables received up to the date of termination and final payments may be withheld. In the event of termination, all finished or unfinished documents, data, studies, research surveys, reports, other materials prepared by Contractor, or materials owned by the State in the possession of Contractor, at the option of the State, shall be returned immediately to the State or retained by the State as its property. At the State's option, Contractor shall continue performance of this contract to the extent not terminated, if any, and shall be liable for excess costs incurred by the State in procuring from third parties replacement services or substitute goods as cover. Notwithstanding any remedial action by the State, Contractor also shall remain liable to the State for any damages sustained by the State by virtue of any breach by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. Upon termination by the State, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. Further, the State may withhold amounts due to Contractor as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods or services. Any action taken by the State hereunder or pursuant to paragraph 15 shall not be cause for Contractor to terminate this Contract for default or material breach. If, after termination by the State, it is determined for any reason that Contractor was not in default or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience and the rights and obligations of the parties shall be the same as if this contract had been terminated for convenience, as described herein.

## **23. Insurance**

- 23.1 The Contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:
- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Contractor's employees acting within the course and scope of their employment.

b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

- 23.2 The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- 23.3 The Contractor will require all insurance policies in any way related to the contract and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- 23.4 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- 23.5 The Contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.
- 23.6 Notwithstanding subsection (a) of this section, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

#### **24. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, 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, protection, or other provisions of the Governmental Immunity Act. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of sections 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501, et seq., C.R.S., as now or hereafter amended.

#### **25. Force Majeure**

Neither Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this contract "force majeure" means acts of God; acts of the public enemy; public health/safety emergency acts of the State or any governmental entity in its sovereign capacity; fires; floods, epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

## **MISCELLANEOUS PROVISIONS**

### **26. Representatives**

Each individual identified below is the principal representative of the designating party. All notices required to be given to a party pursuant to this contract shall be hand delivered with receipt required or sent by certified or registered mail to such party's principal representative at the address for such party set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent.

**For the State:**

Name: Eric Hecox

Title: Section Chief, Intrastate Water Management and Development, CWCB

Address: 1313 Sherman Street, Room 721, Denver, CO 80203

Telephone: (303) 866-3441

**For Contractor:**

Name: Berten Weaver

Title: Community Development Director, Clear Creek County

Address: P.O. Box 2000, Georgetown, CO 80444

Telephone: (303) 679-2455

### **27. Assignment and Successors**

Unless otherwise specified in **Exhibit A**, Scope of Work, Contractor's rights and obligations under this contract shall be deemed to be personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State, which shall not be unreasonably withheld. Any attempt at assignment, transfer or subcontracting without such consent shall be void, except that Contractor may assign the right to receive payments from the State pursuant to section 4-9-318, C.R.S. All subcontracts and subcontractors consented to by the State shall be made subject to the requirements, terms and conditions of this contract. Contractor alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted work or Goods, and performance of any subcontracted Services. Contractor shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this contract, including an obligation of the subcontractor to indemnify the State as is required under Section 3 of the Colorado Special Provisions, incorporated as a part of this contract.

### **28. Third Party Beneficiaries**

The enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement shall be strictly reserved to the State and Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of the State and Contractor that any such person or entity, other than the State or Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

## **29. Severability**

To the extent this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

## **30. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

## **31. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the Colorado State Fiscal Rules.

## **32. Survival of Certain Contract Terms**

Notwithstanding anything herein to the contrary, all terms and conditions of this contract, including but not limited to its exhibits and attachments, which may require continued performance, compliance, or effect beyond the termination date of the contract, shall survive such termination date and shall be enforceable by the State in the event of the Contractor's failure to perform or comply as required.

## **33. Modification and Amendment**

- 33.1 This contract 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 contract on the Effective Date of such change, as if fully set forth herein.
- 33.2 Except as specifically provided in this contract, no modification of this contract shall be effective unless agreed to in writing by both parties in an Amendment to this contract, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

## **34. Venue**

Venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

## **35. Order of Precedence**

The provisions of this contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- (a) Colorado Special Provisions, pages 12 to 13.
- (b) Remaining pages of the contract, pages 1 to 11.
- (c) **Exhibit A**, Scope of Work.

## SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

- 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.
- 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.
- 3. INDEMNIFICATION.** Contractor 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 costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.  
**[Applicable Only to Intergovernmental Contracts]** 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, protection, 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. 2671 et seq., as applicable, as now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) 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.
- 5. NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
- 7. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to Intergovernmental Agreements]** The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system 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 certified by the State Controller as owing to the State as a result of final agency determination or judicial action.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of

computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or 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.

**9. EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 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.

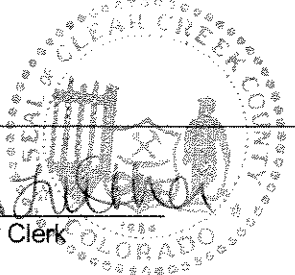
**10. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor 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), Contractor 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 fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (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 subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor 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 Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor 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, Contractor shall be liable for damages.

**11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, 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.

**Revised May 13, 2008**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p><b>GRANTEE</b> <b>Clear Creek County</b></p> <p>By: <u>Harry Dale</u> Title: County Commissioner</p> <p><u>[Signature]</u> *Signature</p> <p>Date: <u>12-17-08</u></p> 	<p><b>STATE OF COLORADO</b></p> <p><b>Bill Ritter, Jr. GOVERNOR</b> Department of Natural Resources Harris D. Sherman, Executive Director</p> <p><u>[Signature]</u> By: Mike Serlet, Section Chief, CWCB</p> <p>Date: <u>1/9/09</u></p>
<p>By: <u>[Signature]</u> Title: County Clerk</p> <p><u>E.A. Luther</u> *Signature</p> <p>Date: <u>12-17-08</u></p>	<p><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: <u>WJA</u> Signature - Assistant Attorney General</p> <p>Date: _____</p>

**ALL GRANTS REQUIRE APPROVAL by the STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

<p><b>STATE CONTROLLER</b> <b>David J. McDermott, CPA</b></p> <p>By: <u>[Signature]</u></p> <p>Date: <u>1-2-2009</u></p>
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# **Exhibit A**

## **Scope of Work – Upper Mountain Counties Water Needs Assessment**

This Scope of Work is divided into four sections as suggested in the Grand Application Instructions. Section 1 provides a description of each major task associated with the project along with a functional description of who will be completing the work and a description of the deliverables associated with the task. Section 2 lists the key personnel proposed for the project along with a brief description of their relevant project experience. Section 3 presents a detailed breakdown of the costs to complete the study and Section 4 presents the proposed Project Schedule.

### **Section 1 Task Summary**

#### **Introduction and Background**

In 2003, the Colorado Water Conservation Board (CWCB) completed the Statewide Water Supply Initiative (SWSI). That study included estimates of water demands in the South Platte River Basin through 2030. While SWSI provided a valuable coarse assessment of water demands for the municipal, industrial, and agricultural sectors, concerns were raised by representatives of the four Upper Mountain Counties (UMC) to the South Platte River Basin Roundtable (Park, Jefferson, Clear Creek, and Gilpin) that the analysis did not properly consider the water supply demands and available water resources for that part of the basin. Specifically, Park, Clear Creek, Gilpin, and a portion of Jefferson County have been primarily populated in the foothills and mountains through subdivision lots where residences have been built relying on on-lot domestic wells serving each home and with on-lot sewage disposal systems. The water supply issues related to current and future populations relying on these on-lot systems need to be more thoroughly evaluated than what was done in SWSI. Also, UMC water providers to areas not relying on on-lot systems need to be contacted and their needs and supplies evaluated. A water provider is that entity, public or private, that is responsible for providing water to four or more residences and/or commercial user.

Given this background, we believe it is appropriate and opportune for a study to be undertaken under the auspices of HB-1177 and the South Platte Basin Roundtable to accurately identify water needs, available water supplies, and any shortages that may exist in the Upper Mountain Counties and identify projects and or actions that may be needed to address any shortages to areas on community water supplies or areas where depletions of the aquifer systems may be occurring or expected to occur. The study area is to include the mountainous areas of Jefferson County, the part of Park County east of Kenosha Pass, Gilpin, and Clear Creek Counties.

## Study Objectives

The objectives of the proposed study are to:

1. Interview the UMC counties to determine current and projected populations and the status of current platted lots as to existing uses and projected uses to 2050 in the study area.
2. Interview UMC water providers for current and future water demands to 2050 including water demands related to recreation and tourism.
3. Identify existing lots (improved or unimproved) that may rely on domestic and commercial wells and estimate the water demand related to these lots based on various build-out assumptions.
4. Evaluate existing information on geology and precipitation for the mountain counties in order to estimate the amount of aquifer recharge from precipitation that is available for evaluating long term sustainable water supplies.
5. Assess the long term sustainability of the various aquifer systems in the mountain counties taking into consideration recharge and water demands related to current and future water needs.
6. Identify any water demands related to tourism resulting from future recreational projects such as ski or snow boarding areas.

## Tasks

This work plan is divided into seven major tasks with multiple sub-tasks under each, addressing each of the objectives. The following is a list and description of tasks to be completed under this scope of work. The area of study will be Clear Creek County, Gilpin County, Park County east of Kenosha Pass, and the mountain part of Jefferson County.

### Task 1 Interview Counties for Information Impacting Water Demand

#### *1.1 Determine current and projected populations based on County estimates*

The UMC counties will be interviewed to determine current and projected populations including the populations related to permanent and second home residences. This information will be more reliable than those obtained from the state demographer during SWSI.

#### *1.2 Determine the number of platted lots and related zoning in each county*

The counties will be interviewed to determine the status of existing platted lots in each county and zoning for them. Those that are not improved will be identified and the type of potential development for them evaluated for impact on future water demand assuming different levels of build out. This may be another way to estimate future water demands if population growth projections are not readily available. The lots that have been improved will be used to estimate current water demands based

on the use of the lots such as permanent residences, second home residences, or commercial demands. To the extent possible, the GIS's for each county will be used to assist in this task.

### ***1.3 Quantify unplatted private property in each county***

The counties will be interviewed to identify unplatted private property in each county and the zoning for these areas so that a water demand can be projected for these lands at different levels of build out. To the extent possible, the GIS's for each county will be used to assist in this task.

#### ***Task 1 Assumptions***

- One meeting with each County to gather information.
- GIS data provided by the counties will be of sufficient quality to complete Task 1.
- Upper Mountain Counties assistance in setting up the meeting with each county to make sure the appropriate county representatives attend the meeting to avoid follow-up meetings.
- If Park County does not have GIS data for the study area, then simplifying assumptions based on the number of platted lots acquired from plat maps may have to be made and the work effort increased with more staff time.

#### ***Task 1 Deliverables***

- Population estimates for current and 2050 conditions for permanent, semi-permanent, and transitory populations.
- The number of platted lots and type of zoning for them will be provided along with any GIS mapping of these lots.
- The unplatted private property will be identified, related zoning, and GIS mapping of these areas provided.

### **Task 2 Interview water providers for information on current and projected water demands**

#### ***2.1 Determine information available from towns and water providers***

Since towns and water providers have information on water demands related to a central water delivery system and not areas relying on individual on-lot wells, these entities must be surveyed to determine if they have information on current and projected water demands to the year 2050 including those related to recreation and tourism. The counties can assist in identifying the towns and water providers within their individual counties that need to be surveyed. These water providers will be surveyed to determine if they have a water conservation plan filed with the Colorado Water Conservation Board's Office of Water Conservation. If these entities have GIS maps for their respective service areas, they will be included as a GIS overlay on the county GIS base maps.

***2.2 Determine information available from the WQCD on public water providers within each county***

If information is not completely available from the towns and water providers, the Water Quality Control Division (WQCD) will be contacted for water use information reports from public water providers in each county to supplement any missing data on current water supply demands. Growth projections from Task 1 can be used to estimate future demands for these water providers.

***2.3 Obtain DWR well file data and evaluate for information on central water providers***

The Division of Water Resources (DWR) well file data should be obtained and if possible, a GIS overlay prepared for use in mapping existing commercial and municipal wells on the GIS base maps. This information may identify other water providers that should be interviewed.

***Task 2 Assumptions***

- Upper Mountain Counties assistance in identifying water providers to interview and to provide contact information for water provider personnel to interview.
- Conference calls with up to 20 water providers located within the Upper Mountain Counties.
- One meeting at the WQCD to review reports.
- One meeting with DWR to obtain GIS data or well location database for inclusion in a GIS data set.

***Task 2 Deliverables***

- A GIS map of commercial or municipal water wells for each county.
- Identification of the sources of water for water providers including surface water and ground water sources.
- Estimates of current and 2050 water demands for the water providers.

**Task 3 – Water Demands for Areas Relying on Domestic and Commercial Wells will be Estimated**

***3.1 Estimate the water demand for existing platted lots relying on commercial and domestic wells***

Based on the information from Task 1, the water demands for platted lots relying on wells will be provided based on the type of well permit expected to be available from DWR for the lot, i.e. commercial, household use only (HUO) or domestic with the majority expected to be HUO type wells. Those subdivisions with small lots where the spacing requirements between a well and a septic tank or leach field may prevent the construction of a residence without combining lots will have to be taken into consideration in this task. The annual water demand will be assumed to be 0.30 acre-foot for a

permanent residence (268 gallons per day) with a HUO well and 1.0 acre-foot for a domestic well, which are granted for tracts of land greater than 35 acres. Commercial wells with meters will be surveyed to assist in estimating water demands for commercial uses. Different levels of build out for unimproved platted lots will have to be assumed in order to provide a range of water demands to 2050. A GIS map of water demand for these areas may be helpful to show areas of more dense development and related water demand.

***3.2 Estimate the water demand for unplatted private property in each county that would rely on domestic or commercial wells***

Using the information from Task 1, estimate the water demand for unplatted property in each county based on the current zoning to project water demands for these areas. The same assumptions set forth in Task 3.1 will be used to estimate annual water demand. Different levels of build out will have to be assumed in order to provide a range of water demands to 2050. A GIS map of water demand for these areas may be helpful in depicting areas with more dense development and related water demand.

***Task 3 Assumptions***

- Discussion with some water providers about water demand in the study area may result in a lower requirement for a permanent residence and if so, this value may be used.

***Task 3 Deliverables***

- Estimates of water demands for existing platted lots with GIS mapping.
- Estimates of water demands for unplatted private property with GIS mapping.

**Task 4 - Recharge of Aquifer Systems will be Estimated**

***4.1 Long term annual precipitation available over the four counties will be obtained***

The information from the National Weather Service and NOAA on long-term annual precipitation and seasonal precipitation for the four counties will be obtained and GIS maps if available acquired.

***4.2 Geologic mapping of the various aquifer systems will be obtained***

The available geologic maps for the four counties will be obtained using information available from the USGS, CGS, and DWR file information. These maps will be combined into a GIS geologic overlay in order to assist in estimating recharge to the aquifer systems.

***4.3 Annual recharge to aquifer systems will be estimated***

The information available from the USGS study in the Turkey Creek watershed in Jefferson County (Water Resources Investigations Report 03-4034) will be used to estimate recharge to aquifer systems based on the geology and annual precipitation. The aquifer systems are those defined in the above report and include metamorphic, intrusive, fault-zone, and Pikes Peak Granite. To the extent that the alluvial aquifers

are mapped, this study will attempt to determine if there are any potential long term water supply concerns based on the location of known alluvial wells from the DWR data base. These estimates will be shown on GIS overlay maps for the four counties.

The authors of the USGS study in the Turkey Creek watershed will be consulted to see if they can assist in properly using the report to estimate recharge for various aquifer systems, specifically Cliff Bossong and Jonathan Saul Caine. It may be necessary to conduct some random sampling of fractures in outcrop areas to compare with the fractures found in the Turkey Creek watershed study. Other experts involved in the study such as Mike Wireman with the EPA, Ed Weeks with the USGS, and Peter Barkmann with the CGS should be consulted or used as an advisory committee.

Return flows from on-lot sewage disposal systems will be estimated using information available from DWR and the Colorado School of Mines studies. In addition, any localized impacts upon runoff and related recharge to aquifer systems due to land use activities need to be evaluated and if necessary, mitigation activities such as retention basins proposed.

#### ***Task 4 Assumptions***

- It is assumed that for Task 4.1 data will be available in the form of a map that indicated long-term average precipitation and that this information will not be recreated using historic data.
- Existing geologic maps for the study area will be used and at the smallest scale uniformly available.
- The USGS Report (Water Resources Investigations Report 03-4034) estimates long term recharge (1949 to 1999) for four types of aquifer systems; metamorphic, intrusive, fault-zone, and Pikes Peak granite, and this recharge estimates will be used for similar rock types in the study area.
- The counties will identify areas where impervious surfaces have impacted runoff and possibly recharge.

#### ***Task 4 Deliverables***

- Annual and seasonal precipitation estimates for the four counties with GIS overlays.
- Geologic mapping for the four counties along with GIS overlays.
- Estimates of long term annual recharge to the various aquifer systems for the four counties along with GIS overlays.
- Mitigation activities such as detention basins to increase recharge in areas where land use patterns from impervious surfaces have impacted runoff and related recharge to the aquifer systems.

## **Task 5 – Long Term Sustainability of the Aquifer Systems will be Evaluated**

### ***5.1 Ground water level data will be evaluated for any long term trends***

The available ground water level data that may be available will be acquired to determine if any water level trends are apparent. The information from Jefferson County staff, Roy Laws, will be acquired along with any other data such as from DWR and the USGS.

### ***5.2 Areas with known aquifer water supply concerns will be identified***

The counties, towns, and water providers will be surveyed for known aquifer water supply concerns such as water quantity, water quality, infrastructure, or water level concerns. This information will be evaluated for impact on the long term sustainability of the aquifer systems.

### ***5.3 Long term physical sustainability of various aquifer systems will be evaluated***

The estimated annual depletions for various aquifer systems based on water demand estimates for various periods up to 2050 will be compared with estimates of long term annual recharge. Areas where aquifer levels may be expected to decline will be identified and these areas mapped using a GIS overlay. Areas with aquifers in a sustainable condition will be also identified and these areas mapped using a GIS overlay. Sustainability is defined for this study as the ability to use the aquifer systems to meet current and future needs without mining of the aquifers and without significant degradation of the quality of the ground water.

### ***Task 5 Assumptions***

- One meeting with Roy Laws, DWR, and USGS to acquire water level data.
- One phone interview with each county, town, and water provider to discuss water supply concerns will be conducted with approximately 30 entities.

### ***Task 5 Deliverables***

- Areas with known ground water level declines will be shown on GIS maps.
- Areas with known aquifer supply concerns will be shown on GIS maps.
- GIS Maps showing aquifer systems with long term sustainable conditions and aquifer systems with long term unsustainable conditions.

## **Task 6 – Water Needs for Future Recreation and Tourism Demands will be Estimated**

The counties will be surveyed for possible new recreation or tourism related water demands (consumptive) that may develop in the future such as new ski areas or snow boarding areas. The water supply for these possible new projects will be assumed to be provided by the developer of the project and this task is to identify associated water demands that may occur that would impact the surrounding area.

#### ***Task 6 Assumptions***

- One interview of each county's appropriate planning official will be conducted to identify possible new recreation or tourism related water demand.

#### ***Task 6 Deliverables***

- A description and location of possible new recreation and tourism projects.
- An estimate of the water requirements related to these projects that could impact the surrounding area from demands for restrooms, restaurants, and gas stations.

#### **Task 7 - Draft and Final Report**

A draft and final report will be provided to the Upper Mountain Counties summarizing Tasks 1-6. One meeting will be held with the Upper Mountain Counties to discuss the draft report contents and received comments. An additional meeting will be held with the Upper Mountain Counties after the final report is completed to prepare a presentation on the results to the South Platte Roundtable. A presentation that summarizes the report that could be utilized in public meetings will be created for the Upper Mountain Counties

#### ***Task 7 Assumptions***

- Draft and final report will be provided in electronic format with 8 hard copy reports produced for the Upper Mountain Counties.

#### ***Task 7 Deliverables***

- Draft and final report in electronic and hard copy format.
- Presentations summarizing results of study

### **Section 2 Key Personnel**

Relevant project experience for the key personnel proposed for the Upper Mountain Counties Water Needs Assessment are presented in this section.

#### **Hal Simpson, P.E. - Technical Director**

Hal Simpson currently is a consulting engineer in water resources management. He retired following 34 years of service to the State of Colorado with the last 15 years as State Engineer and Director of the Division of Water Resources. He was appointed State Engineer on August 7, 1992. As State Engineer, Mr. Simpson was responsible for the direction and management of the Division of Water Resources, which has a staff of 265 FTE and a budget of approximately \$23 million. The Division is responsible for distribution and administration of water in accordance with statutes and interstate compacts; the implementation of a statewide dam safety program; the permitting of the use of ground water and construction of wells; the collection and dissemination of data on water use and stream flow; and conducting various studies concerning water resources and the availability of water supplies. The State Engineer is Colorado's commissioner on five interstate compacts and is responsible for assuring compliance with these compacts. The State Engineer is also the Executive Director of



the Colorado Ground Water Commission and is the Secretary of the Board of Examiners for Water Well and Pump Installation Contractors.

### **CDM Project Staff**

#### **Kelly DiNatale, P.E. – Project Director**

Mr. DiNatale has 26 years of experience in the planning, design, construction, and operations and maintenance of raw water supply, water quality, watershed protection, reservoir management, water treatment, and wastewater treatment facilities. He has directed and managed local, regional and statewide water supply planning efforts. Mr. DiNatale served as Technical Director for the Colorado Statewide Water Supply Initiative (SWSI).

#### **Nicole Rowan, P.E. – Project Manager**

Ms. Rowan has over 12 year experience and is a senior project manager who focuses on water supply, watershed management and natural resources projects. She is the project manager for the Statewide Water Supply Initiative (SWSI) and for CDM's current contract with Colorado Department of Natural Resources (DNR) to provide technical support to the Interbasin Project Compact process.

#### **Michael Smith – Senior Hydrologist**

Mr. Smith has more than 27 years of experience directing and conducting environmental investigations for waste disposal and remediation, mining, and water resources projects. His experience includes a diversity of hydrogeologic field investigations, monitoring network design and implementation, computer simulation of groundwater and vadose zone systems, solute and nonaqueous phase liquid (NAPL) transport, and extensive interaction with regulatory agencies.

#### **Gordon McCurry – Senior Hydrogeologist**

Dr. McCurry has more than 20 years of experience in groundwater hydrology relating to water resources evaluation and aquifer remediation. His experience includes the investigation, characterization, and modeling of aquifer systems for projects nationwide. Dr. McCurry's areas of technical expertise include numerical simulation of groundwater flow and contaminant transport, wellhead protection, aquifer hydraulics testing and analysis, stream/aquifer interactions, design of groundwater remediation systems, and regulatory compliance.

#### **Robbie Parsons – GIS Specialist**

Mr. Parsons has 21 years of experience as an environmental specialist/GIS specialist performing complex GIS and database analysis. He has extensive experience in the area of systems management including hardware and software setup. Additionally, he is involved in several implementation and development tasks related to GIS involving private sector and federal government projects.

### **Mark McCluskey, P.E. – Project Engineer**

Mr. McCluskey is an environmental engineer who specializes in water resources. His expertise includes hydrologic modeling. Mr. McCluskey's software experience includes MODFLOW, MODFLOW SURFACT, UCODE, PEST, DYNFLOW, Groundwater Vistas, ArcInfo, ArcGIS, HEC-RAS, Fortran, VBA, SHAPE, @RISK, EPANet, LINDO, MathCAD, MINITAB, and Kypipe.

### **Matt Bliss – Engineer**

Mr. Bliss is a water resources engineer experienced with groundwater and surface water planning and modeling. He has collaborated on several groundwater models, groundwater sustainability studies, and surface water planning studies including water rights evaluations.

## **Section 3 Budget**

A detailed breakdown of the estimated labor, other direct costs, and subconsultants for the proposed project is presented in the following matrix.

### **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.

# Upper Mountain Counties Water Needs Assessment Budget Summary

## Cost Summary

Task	Labor Cost	Other Direct Costs*	Subconsultants	Total Project Costs
1.1	\$2,800	\$100	\$1,200	\$4,100
1.2	\$4,100	\$100	\$600	\$4,800
1.3	\$3,600	\$100	\$600	\$4,300
2.1	\$6,300	\$200	\$2,400	\$8,900
2.2	\$1,000	\$50	\$300	\$1,350
2.3	\$1,700	\$100	\$600	\$2,400
3.1	\$2,700	\$100	\$600	\$3,400
3.2	\$3,600	\$100	\$600	\$4,300
4.1	\$500	\$50	\$300	\$850
4.2	\$31,100	\$200	\$3,000	\$34,300
4.3	\$30,000	\$200	\$3,000	\$33,200
5.1	\$2,200	\$50	\$300	\$2,550
5.2	\$11,800	\$100	\$600	\$12,500
5.3	\$11,000	\$100	\$600	\$11,700
6	\$2,000	\$100	\$600	\$2,700
7	\$36,500	\$500	\$6,000	\$43,000
			Total	\$174,350

\*Other direct costs include photo copies, travel for meetings, telephone/fax usage

## In-kind Contributions

Jefferson County GIS Data	\$3,150
Park County GIS Data	\$1,000
Clear Creek County GIS Data	\$1,640
Gilpin County GIS Data	\$2,280
<b>total</b>	<b>\$8,070</b>

### Upper Mountain Counties Water Needs Assessment Budget

Personnel	Project Director	Senior Hydrologist/ Hydrogeologist	Project Manager	Project Engineer	GIS Specialist	Engineer	Senior Support Services	Staff Support	Labor Hours	Labor Cost
Rate/Hour <sup>1</sup>	\$195	\$185	\$165	\$115	\$120	\$95	\$85	\$65		
<b>Task</b>										
1.1	2		2	16				4	24	\$2,800
1.2	2		2	4	20	4		2	34	\$4,100
1.3	2		2	4	16	4		2	30	\$3,600
2.1	4		4	40				4	52	\$6,300
2.2				4		4		2	10	\$1,000
2.3			2	2	8			2	14	\$1,700
3.1	2		2	16				2	22	\$2,700
3.2	2		2	12	8	4		2	30	\$3,600
4.1				4					4	\$500
4.2		80		40	60	40	2	8	230	\$31,100
4.3	8	80	16	40	16	40	2	8	210	\$30,000
5.1		12							12	\$2,200
5.2	4	16	4	60				8	92	\$11,800
5.3	4	16	8	24	24			4	80	\$11,000
6			4	12					16	\$2,000
7	16	40	40	80	40	40		24	280	\$36,500
Labor Totals	46	244	88	358	192	136	4	72	1140	\$150,900

<sup>1</sup>Estimated hourly rates based on invoicing at 3.1 times raw labor rates

#### Other Direct Costs\* and Subconsultants

Task	ODCs	Subconsultant (Hal Simpson, P.E.)	Total
1.1	\$100	\$1,200	\$1,300
1.2	\$100	\$600	\$700
1.3	\$100	\$600	\$700
2.1	\$200	\$2,400	\$2,600
2.2	\$50	\$300	\$350
2.3	\$100	\$600	\$700
3.1	\$100	\$600	\$700
3.2	\$100	\$600	\$700
4.1	\$50	\$300	\$350
4.2	\$200	\$3,000	\$3,200
4.3	\$200	\$3,000	\$3,200
5.1	\$50	\$300	\$350
5.2	\$100	\$600	\$700
5.3	\$100	\$600	\$700
6	\$100	\$600	\$700
7	\$500	\$6,000	\$6,500
Totals	\$2,150	\$21,300	\$23,450

\*Other direct costs include photo copies, travel for meetings, telephone/fax usage

## **Section 4 Project Schedule**

The proposed project schedule is presented in the graphic below. The schedule is presented as months from contract inception. It is anticipated that the project will be completed within six months.

## Upper Mountain Counties Water Needs Assessment Schedule

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Notice to Proceed	x					
Task 1.1						
Task 1.2						
Task 1.3						
Task 2.1						
Task 2.2						
Task 2.3						
Task 3.1						
Task 3.2						
Task 4.1						
Task 4.2						
Task 4.3						
Task 5.1						
Task 5.2						
Task 5.3						
Task 6						
Task 7						