

State of Colorado, Colorado Water Conservation Board
Contract Routing Number (CLIN #): 08 PDA 00109
Contract No. 1504XX 22
Grant Amount: \$1,100,000

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 the La Plata West Water Authority, a Colorado political subdivision, located at P.O. Box 631, Durango, CO 81302, ("**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 that was awarded to Grantee by the Colorado Water Conservation Board in March 2008;
- 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 to design and partially construct a new intake structure for the Animas-La Plata Reservoir. 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, 2009. 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 \$1,100,000 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".

- 5.4. The maximum amount available during each fiscal year of this contract for the purchase of Goods and Services shall be \$1,100,000 in fiscal years 2008 and 2009.

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 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 performance of each deliverable, it will have 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: Rick Brown

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

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

Telephone: (303) 866-3514

For **Contractor**:

Name: Eric Bikis

Title: Project Manager

Address: c/o Bikis Water Consultants, LLC, 555 River Gate Lane, Suite B4-82, Durango, CO 81301

Telephone: (970) 385-2340

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.** To the extent allowed by law, 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. **[Not Applicable to Intergovernmental Contracts] VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain 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 owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

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. [Not Applicable to Intergovernmental Contracts]. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101. Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. 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 represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. 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 Contractor shall be liable for actual and consequential damages.

Contractor, 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 Contract.

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

GRANTEE:

STATE OF COLORADO:

BILL RITTER, JR. GOVERNOR

La Plata West Water Authority

By

Don H. Hume
For Executive Director, Department of Natural Resources

Roy E. Horvath

Signature of Authorized Officer

Roy E. Horvath, Vice President LPLWUA
(Print) Name & Title of Authorized Officer

Date 5/16/08

LEGAL REVIEW:

Attorney General, John W. Suthers

By

N/A

CORPORATIONS:

(A corporate attestation is required.)

Attest (Seal) By

Kim W. Penn

(Corporate Secretary or Equivalent, or Town/City/County Clerk)

(Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state Contracts. This Contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Contractor is not authorized to begin performance until the Contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER
David J. McDermott, CPA

By

Dianne C. Stump

Date

6-5-08

Exhibit A - Scope of Work

WATER ACTIVITY NAME

Intake Structure in Lake Nighthorse (ALP Reservoir)

GRANT RECIPIENT

La Plata West Water Authority (LPWWA)

BACKGROUND

The LPWWA is working to develop a practical and economically viable rural domestic water supply system that will integrate the interests of several entities in the region and provide reliable domestic supply utilizing allocated ALP water. Funding from this grant will be used for construction costs for an intake structure in Lake Nighthorse (ALP reservoir) which will supply the rural domestic water supply system.

The La Plata West Rural Domestic Water Supply System will serve southwest La Plata County, Colorado, and potentially northern San Juan County, New Mexico, the Ute Mountain Ute Indian Tribe and the Southern Ute Indian Tribe. Residential development in the proposed service area is limited by the lack of a reliable water supply, the poor quality of groundwater, and the lack of a potable water delivery systems.

The need for a rural domestic water supply system in southwest La Plata County has long been recognized. Studies have been commissioned by interested parties, government agencies and the La Plata West Water Company (predecessor to the LPWWA). The research, studies, and collaboration with several government and non-government parties in the area has been a significant contribution to the project.

In November 2007, the LPWWA was formed in order to oversee the management of the water supply system. The LPWWA is not considered a "district" as that term is used in TABOR, which means that it is not subject to the provisions of TABOR and can receive grants directly from the state of Colorado and other local governments. The LPWWA, with assistance from hired professionals and potentially other invested parties, will be responsible for technical, financial and operational issues associated with the system. Ultimately, the water supply system will be financially self-sustaining, using monthly user charges to cover operational and maintenance costs.

This grant request is for funding for the design and construction of the intake structure. The total estimated cost for the structure is \$5.3 million. Funding in addition to this grant, for the remaining cost of the intake structure, is being sought from the Colorado Ute Indian Tribes. The Southern Ute Indian Tribe has stated that "The Tribe supports the Authority's plan to construct an intake structure in Ridges Basin Reservoir prior to the filling of the Reservoir and understands the short time frame available to address this matter. The Southern Ute Indian Tribe also supports the concept of dedicating a portion of the Resource Funds associated with the 2000 Colorado Ute Settlement Act Amendments to this undertaking." Further negotiations and development of an agreement with the Southern Ute Indian Tribe are underway with the LPWWA Board.

Exhibit A - Scope of Work

The Ute Mountain Ute Tribe has stated that it "fully understands the "value" that a domestic pipeline can bring to Southwest Colorado." The LPWWA has met with representatives from both Tribes and is working on developing a contract that is acceptable to all entities. Because of the potential benefit to the Tribes from an intake structure, it is considered likely that one or both of the Tribes will assist in funding the remaining costs of the project. Developing the negotiations and contracts for Tribal funds will take considerable time and construction of the intake structure must be complete before the filling of the ALP reservoir. Therefore, LPWWA is moving forward with the project design and before these agreements are complete.

A second, and less preferred, option for funding the construction of the project is through private financing. The LPWWA Board has had discussions with a potential private investor for the intake structure. The investor has expressed interest in funding the project through certain financing agreements. The details and final commitment of private financing have not yet been determined.

Upon completion of project design and prior to construction, LPWWA will secure financing from one or more of the discussed sources (see Task 2).

LPWWA is confident that an end-use for the intake structure will be developed in the future. The ALP Final Supplemental Environmental Impact Statement reviews a variety of potential end-use scenarios for the ALP project water. The proposed intake structure is located at the northwest end of the Reservoir, which is closer to many of the potential end-users than the reservoir's outlet tunnel. Several of the possible scenarios and ALP sponsor parties, including the State of Colorado, could benefit from accessing water from the reservoir via the intake structure. Therefore, the LPWWA concludes that the intake structure is a valuable investment and should proceed before the reservoir is filled.

SUMMARY OF TASKS

Task 1: Design of the Intake Structure

DESCRIPTION OF TASK:

The intake structure design will be developed using existing information, input from the Bureau of Reclamation (BOR), site and geotechnical conditions and engineering considerations. The final design, with corrections, and construction documents will be completed under this task. This design will include the basis for site preparation and construction of the facility.

METHOD – TO BE COMPLETED BY EPC CORPORATION AND SUBCONTRACTORS:

Development of Background Information and Pre-Design Work (i.e. Feasibility Pre)

- 1) Reservoir operation study vs. shaft design
 - a) Anticipated water usage by the LPWWA and available supply
 - b) Anticipated water usage by other entities

Exhibit A - Scope of Work

- 2) Coordination with BOR on lake operation
 - a) Anticipated reservoir recharge/discharge cycle
 - b) Potential sedimentation
- 3) Permit acquisition
 - a) Provide engineering information to assist LPWWA in acquiring all necessary permits
- 4) Reservoir water level chemistry (limnology) evaluation
 - a) Available water quality
 - b) Water chemistry possible impact on treatment
 - c) Water level mixing
- 5) Pre-design study to document shaft design parameters and intake levels
 - a) Optimization of intake tunnel(s) location (Elevation)

Intake Shaft Design

- 1) Shaft lining shot-crete/concrete design
 - a) The designer will review the recommendations of the geotechnical report and finalize the design
- 2) Shaft foundation design
 - a) The Contractor contemplates an approximate 16 foot diameter excavated shaft, using drill and shoot techniques, approximately 120 feet deep
 - b) Finalize the diameter of the shaft and provide criteria for over depth excavation below the intake tunnels.
- 3) Shaft design coordination with geotechnical engineer and Contractor

Shaft/Intake Tunnel Interface Design

- 1) Shaft connection details to intake pipes (allowance for differential movement)
 - a) Evaluate the potential for differential movement at the shaft/tunnel(s) interface and design, if appropriate, an interface suitable for the conditions encountered.

Water Supply Hydraulics/Structural

- 1) Evaluate hydraulics for intake pipe size
 - a) Optimize the intake pipe design with respect to economics of boring, water supply, flow velocity and sedimentation
- 2) Pump evaluation for future water treatment demand
 - a) EPC will not procure the pumps under this contract
 - b) EPC anticipates that the project will require 4 each 1,700 gpm turbine shaft pumps at full capacity; Initial supply = 2 active pumps, 1 spare; Final supply = 3 active pumps, 1 spare.
 - c) Based on projected demand, select the pumps suitable to provide the required demand, under fluctuating reservoir levels, with potential redundancy.
- 3) Pump support structural design
 - a) Design a shaft cover at the plant surface elevation suitable to support the future pumps, allow access to the intake gates and provide safety/security for the shaft.

Exhibit A - Scope of Work

- 4) Pump intake elevation vs. intake pipeline elevations
 - a) Optimize the location of the pump intakes with respect to the intake tunnel elevations.
 - b) Review pump locations with respect to cavitations, adjacent pump influence, etc.
- 5) Slide gate details and connections
 - a) Design and select a gate system suitable for the conditions encountered
 - b) Explore the requirement to permit "mixing" water from the anticipated levels using gates
 - c) Explore the need to install gates suitable for dewatering the shaft

Intake Tunnels

- 1) Microtunnel / bore & jack design for intake pipes (casing, grout, carrier pipe)

Design Submittals

- 1) 65% Construction documents including drawings and draft specifications
- 2) 100% Construction documents including drawings and specifications
- 3) 100% Final Corrected submittal sealed by a Registered Professional Engineer (Colorado)

Site Layout and Miscellaneous Details

- 1) Intake pipeline plan and profile
- 2) Headwall on intake pipelines
- 3) Erosion control
- 4) Site grading and improvement
- 5) Reservoir grading
- 6) Site Survey and topographic mapping

Specifications

- 1) Project specifications

Design Presentation and Approval Process (including Travel and Reimbursables)

- 1) Meetings – Design may require EPC to attend review meetings, as requested by LPWWA
- 2) Travel – Design of the project will require approximately 4 trips for 3 individuals to the project site. The cost estimate for travel is a lump sum including parking, airfare, lodging, car rental, gas, meals and taxes.
- 3) Reimbursables - Design will include printing, reproduction and presentation documents as well as publishing and distribution of amendments or clarifications as construction evolves. This work is included under each phase of design and summarized in lump costs as 'Reimbursables' (See Table 1b).

General Conditions

- 1) This task includes the work associated with all field operations. The total cost for field operations for the project is calculated, and then allocated to each task according to the portion of total cost. Design is 10% of the total cost, therefore it receives 10% of the total field operation costs. These costs may include design and management staff, superintendent

Exhibit A - Scope of Work

and quality control staff, field office and facilities (trailer, phone, generator, etc.), storage, temporary fencing, small tools, dumpster, equipment rental and other items needed for field operations (see Table 1b).

DELIVERABLES (COMPLETION DATE):

- 1) 65% Construction documents including drawings and draft specification (June 24, 2008)
- 2) 100% Construction documents including drawings and specifications (July 22, 2008)
- 3) 100% Final Corrected submittal sealed by a Registered Professional Engineer in Colorado and complete Construction Documents (August 6, 2008)

Note: All completion dates are estimates and will ultimately depend on the date of a Notice to Proceed, once a contract with the CWCB and LPWWA has been fully executed.

Task 2: Secure Funding

DESCRIPTION OF TASK:

Complete financing for the construction of the intake structure will be secured.

METHOD – TO BE COMPLETED BY LPWWA, CONSULTANT AND ATTORNEY:

Funding may be secured from one or more of the following sources: Southern Ute Indian Tribe, Ute Mountain Ute Tribe, private investors and/or grants. Negotiations with the Ute Tribes are being held to negotiate the extent of their participation, funding and operations of the structure. Similar negotiations would be held with private investors and would also include means for the LPWWA to re-acquire the structure upon repaying the loan, if private financing is sought. Other state and federal grant opportunities may be pursued to assist in financing the project.

DELIVERABLES (COMPLETION DATE):

- 1) Contract between LPWWA and funding source(s) for complete funding for the estimated cost of construction of the intake structure (July 31, 2008)

Note: Construction of the project (including Tasks Nos. 3 and 4) will not proceed until this task is complete.

Task 3: Site Preparation

DESCRIPTION OF TASK:

The project site, within and adjacent to the ALP reservoir, will be prepared for construction. This includes removing obstructions and vegetation, installing Best Management Practices (including those identified in the Stormwater Pollution Prevention Plan) and staking the area according to the final design prepared in Task 1.

Exhibit A - Scope of Work

METHOD – TO BE COMPLETED BY EPC CORPORATION AND SUBCONTRACTORS:

Mobilization

- 1) Mobilize heavy equipment to site including earthmoving equipment such as scrapers, track dozers, hydraulic excavators, motor graders, haul trucks, drill rigs (blasting operations)
- 2) Mobilization and transportation associated with tunneling equipment including micro tunneling machine, shoring equipment, safety equipment, jacks, etc.

Site Clearances

- 1) Develop Storm Water Pollution Prevention Plan (SWPPP) and submit for approval
- 2) Implement measures required by SWPPP including side grading, seeding, installation of silt fences, straw wattles and straw bales, soils stabilization, quality control inspection of implementation

Construction

- 1) Provide initial survey and site layout staking
- 2) Site Clearing: remove all obstructions including trees in accordance with approved site plan
- 3) Excavation- cut overburden as necessary

Administrative

- 1) Develop and implement a Quality Control program specific to project
- 2) Mobilize office trailer and hook up necessary utilities
- 3) Install construction signs
- 4) Provide management team including project manager, supervision, quality control/safety manager

General Conditions

- 1) This task includes all field operations. The total cost for field operations for the project is calculated, and then allocated to each task according to the portion of total cost. Site Preparation is 3.4% of the total cost, therefore it receives 3.4% of the total field operation costs. These costs may include design and management staff, superintendent and quality control staff, field office and facilities (trailer, phone, generator, etc.), storage, temporary fencing, small tools, dumpster, equipment rental and other items needed for field operations (see Table 1b).

DELIVERABLES (COMPLETION DATE):

- 1) Developed and implemented Quality Control Program
(Implemented through entire project construction)
- 2) Approved and implemented SWPPP
(Implemented through entire project construction)
- 3) Mobilization of construction equipment to site (August 22, 2008)
- 4) Site prepared for construction (cleared, staked, BMPs, etc.) (October 10, 2008)

Exhibit A - Scope of Work

Task 4: Lower Intake Pipe

DESCRIPTION OF TASK:

The area prepared in Task 3 will be excavated according to the Construction Documents. The lower intake pipe will be purchased, assembled and installed in the location, according to the Final Design. The tunnel and trench will be filled in according to specifications.

METHOD – TO BE COMPLETED BY EPC CORPORATION AND SUBCONTRACTORS:

Open Cut Pipe Installation

- 1) Dewatering
- 2) Purchase 36" Diameter Hobas Pipe (Approximately 550')– Direct Bury
- 3) Excavate approximately 575' – varies in depth from 3' at intake to approximately 20' on boring location point. Methods of excavation shall be a combination of cuts with track-type dozer, hydraulic excavator, rock hammering and drilling and blasting.
- 4) Prepare boring face for horizontal drilling operation
- 5) Provide and implement shoring techniques for safety of workers in deep trench
- 6) Installation of approximately 550' of Hobas direct bury pipe.
- 7) Provide and install bedding sand in accordance with pipe manufacturers recommendation and design parameters
- 8) Process backfill material to meet specification
- 9) Backfill open cut trench
- 10) Provide and install rip rap in accordance with approved design and specifications at intake of lower pipe

Administrative

- 1) Provide management team including project manager, supervision, quality contract/safety manager
- 2) Adhere to approved Quality Control Program specific to operation

General Conditions

- 1) This task includes all field operations. The total cost for field operations for the project is calculated, then allocated to each task according to the portion of total cost. Lower Intake Pipe is 9.4% of the total cost, therefore it receives 9.4% of the total field operation costs. These costs may include design and management staff, superintendent and quality control staff, field office and facilities (trailer, phone, generator, etc.), storage, temporary fencing, small tools, dumpster, equipment rental and other items needed for field operations.

Exhibit A - Scope of Work

DELIVERABLES (COMPLETION DATE):

- 1) Excavated trench and open cut for lower intake pipe
(August 22, 2008)
- 2) Installation of lower intake pipe in trench, according to design
(August 22, 2008)
- 3) Backfill of trench and installation of rip rap according to design
(September 2, 2008)

Notes:

- Work on this portion of the project will be done concurrently with overall site preparation.
- The lower intake pipe will be completed in two portions: The lowest portion of the pipe will extend from the intake gate in the inactive pool to the bedrock at the shoreline. This portion of the pipe will be buried in an excavated trench, as described in this task and CWCBA grant monies will be used for this portion of the lower intake pipe. The second portion of the pipe will be placed in a bored tunnel in the bedrock and connect with the vertical pump shaft. The second section of the lower intake and joining the two sections is not part of this grant but will be completed utilizing project participant funds (see Task 2). The scope and costs for the lower intake pipe are divided into these two sections because each requires different equipment (trenching vs. boring), labor (level of effort) and has different time constraints (due to their respective elevations in the reservoir).
- A Johnson Intake Screen and air-cleaning system may also be installed on the lower intake pipe during this stage of work. However, funding for the materials and labor are not part of this task and will be procured from other sources.

Task 5: Project Management

DESCRIPTION OF TASK:

Continued development and progress of the project including environmental compliance, permitting, financing and organizational agreements will continue to be accomplished through the assistance of a project consultant and attorney.

METHOD – TO BE COMPLETED BY LPWWA, CONSULTANT AND ATTORNEY:

Throughout the design, funding and construction of the project, LPWWA will require a project consultant and attorney. These specialists will aid in the coordination with the Bureau of Reclamation and the Design-Build Firm, help to ensure permit compliance, maintain LPWWA documents and records and pursue funding from private, Tribal and grant sources, as necessary. The project consultant is Bikis Water Consultants, LLC and the attorney is Floyd L. Smith, Esq. Costs have been estimated according to previous work done for the LPWWA. See Table 1c for rate schedules (attached).

Exhibit A - Scope of Work

DELIVERABLES (COMPLETION DATE):

- 1) All LPWWA documents; includes contracts with financing entities, project overviews and updates, environmental evaluations and potentially other grant applications (Ongoing)
- 2) Permits and Land Lease Agreement from the BOR (July 31, 2008)
- 3) Contracts with funding entities (July 31, 2008)
- 4) Agreements with participating parties (Ongoing)

Table 3. Intake Structure Complete Summary shows the estimated schedule, costs and funding sources for the entire project.

PERSONNEL

La Plata West Water Authority:

The LPWWA was formed to manage the development of the La Plata West Rural Domestic Water Supply System. The Board of Directors was appointed by the La Plata Water Conservancy District and the Animas La Plata Water Conservancy District (the entities sponsoring the LPWWA formation). The LPWWA Board members bring extensive experience in water management, as detailed in the LPWWA Board Resume Summary (see original application).

Under the management of the LPWWA, the following personnel are/will be retained to assist in the project:

Legal Counsel:

Floyd L. Smith, Esq., Attorney at Law, serves as general counsel for the LPWWA. Mr. Smith advises the Board of Directors of LPWWA on legal issues related to the formation and operation of the water authority, including open meetings, public records, budgeting and filing requirements. He advises the Board and assists in creating contracts, funding arrangements and permits for the project. Mr. Smith has extensive experience in all aspects of local government law. During his 30 years in private practice he has served as general or special counsel for more than 25 local governments.

Consultant:

Bikis Water Consultants, LLC (BWC) is working with the LPWWA to pursue grant funding, work with the design-build firm, coordinate with the Bureau of Reclamation and complete permitting work. Bikis Water Consultants is a water resource and environmental consulting firm with clients ranging from private individuals and companies to governments, municipalities, Native American tribes, metropolitan districts and water conservation districts. BWC has professional experience in water resource planning and development, water rights, water quality, environmental studies, groundwater, and several other water related fields.

Design-Build Team:

EPC Corporation is contracted to design and build the intake structure, and provide basic design for the water treatment plant and associated infrastructure (i.e. road, electricity, etc.). EPC, and its subcontractors, will be responsible for site studies, engineering design and

Exhibit A - Scope of Work

construction work. EPC is a regional design-build construction firm with experience in water systems, water/wastewater plants, commercial/industrial building construction, and heavy and civil construction.

Other:

The U.S. Bureau of Reclamation has provided assistance for the feasibility study, engineering design, and project permits. They will continue their collaboration with the LPWWA on this project, which is located on land owned by the BOR.

BUDGET

See attached Tables 1a, 1b and 1c for summary, detailed construction and project management costs.

SCHEDULE

See attached Tables 1a and 2 for summary and detailed schedules.

PAYMENT

Invoicing for this project will be monthly based on percent completion of Tasks. The request for payment shall include: a description of the work accomplished; an estimate of the percent completion for individual tasks and for the entire project in relation to the percentage of budget spent. Costs incurred prior to the effective date of this contract are not reimbursable. Invoicing shall be based on actual costs (hours times rates) utilizing the rates summarized above.

The last 5 percent of the project budget will be withheld until final project documentation is complete. All products, data and information developed as a result of this contract must be provided to CWCB in hard copy and electronic format as part of the project documentation.

Table 1a. Project Summary Table

La Plata West Water Authority - Exhibit A

Task	Start Date ¹	Finish Date ¹	Cost ²	Funding Source	Deliverables
1) Project Design	5/22/2008	8/6/2008	\$520,585	Roundtable (\$100,000) Statewide (\$420,585)	65%, 100% and Corrected Designs Construction Documents
2) Secure Funding	n/a	7/31/2008	n/a	n/a	Financing Contract for Total Construction Costs of Intake Structure
3) Site Preparation	8/11/2008	10/10/2008	\$180,852	Statewide (\$180,852)	Quality Control Program, SWPPP, Mobilized Equipment, Site cleared and staked
4) Lower Intake Pipe	8/11/2008	9/2/2008	\$495,651	Statewide (\$350,563)	Excavated Trench, Installed Pipe, Backfill and Rip Rap
5) Project Management	5/22/2008	9/31/2008	\$48,000	Statewide (\$48,000)	All LPWWA documents, Financing contract, Permits and Land Lease, Agreements with Participating Parties

Notes:

1) The schedule assumes a May 22, 2008 start date. This will be modified, and a Notice to Proceed will be issued when the contract between the CWC - LPWWA is approved. Subsequent dates will be adjusted accordingly. A detailed project schedule is provided in Table 2 (EPC Corporation).

2) Detailed costs for design, site preparation and lower intake pipe construction are provided in Table 1b (EPC Corporation). The total cost for Lower Intake Pipe will not be met by the CWC grant; other funding sources will be used for the \$145,088 difference. Detailed rate schedule for project management is provided in Table 1c (BWC and BS Law). Securing funding, a task pre-dating this grant, will be paid for by the LPWWA and as a part of Project Management (Task 5).

Table 1b. Detailed Project Costs - EPC Corporation

Staged Tasks

Project name	La Plata Site B Tasks J
Labor rate table	Durango CO 2008
Equipment rate table	Durango CO EQP 2008
Report format	Sorted by 'Phase Seq/Work Item/Activity' 'Detail' summary Allocate addons Print sort level notes

Phase Seq	Work Item	Activity	Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Support Facilities Price	Support Amount	Total Cost/Unit	Total Amount	Notes
01 Geo Study	01 Geo Study	010 Geo Tech Explore														
			01-2420	Geo Tech Engineer Exploration/Report	1.00 ls	-	-	42,875.53 /ls	42,876	-	-	-	-	42,875.53 /ls	42,876	
			01-2432	Preliminary Surveying Geo Study	1.00 ls	-	-	4,259.20 /ls	4,259	-	-	-	-	4,259.20 /ls	4,259	
			01-2432	Addon Adjustment for Sch of Values	-1.00 ls	-	-	-	-	-	-	-	-	-	-	
			01-3001	Project Manager	1.00 wk	2,686.95 /wk	2,687	999.09 /ls	(999)	-	-	-	-	999.09 /ls	(999)	
			01-3010	Superintendent	2.00 wk	2,351.08 /wk	4,702	-	-	-	-	-	-	2,351.08 /wk	4,702	
			01-3070	Substance per day	10.00 day	-	-	-	-	-	-	-	-	-	-	
			01-5219	Temp Toilets	1.00 mo	-	-	-	-	-	-	-	-	-	-	
			01-5219	Temp Toilets Mob/Demob	2.00 trip	-	-	-	-	-	-	115.61 /day	1,156	2351.08 /wk	4,702	
			01-5434	Fuel & Maintenance wk	2.00 wk	-	-	-	-	-	-	182.53 /mo	183	182.53 /mo	1,156	
			01-5435	Job Truck mo	1.00 mo	-	-	-	-	-	-	182.54 /trip	365	182.54 /trip	183	
			01-5513	Access Rd Maintenance/Snow Removal	1.00 mo	-	-	-	-	365.08 /wk	730	-	-	365.08 /wk	730	
			02-0020	Hoe Excavator 320	1.00 mo	-	-	-	-	912.68 /mo	913	-	-	912.68 /mo	913	
			02-0020	Transport Tractor Trailer	40.00 hr	-	-	-	-	2,433.83 /mo	2,434	-	-	912.68 /mo	913	
			02-0020	010 Geo Tech Explore	10.00 Hr	-	-	-	-	200.79 /hr	8,032	-	-	2,433.83 /mo	2,434	
				01 Geo Study			7,389		46,136		13,629		1,704	162.11 /Hr	8,032	
				01 Geo Study	1.00 LS		7,389		46,136		13,629		1,704		8,032	
02 Design	01 Design	010 Feasibility Pre		Design												
			01-2422	Travel	1.00 ls	-	-	-	-	-	-	4,259.20 /ls	4,259	4,259.20 /ls	4,259	
			01-2422	Struct Engr Project Manager	120.00 hr	-	-	-	-	-	-	206.88 /hr	24,825	206.88 /hr	24,825	
			01-2422	Reimbursables	1.00 ls	-	-	-	-	-	-	3,650.74 /ls	3,651	3,650.74 /ls	3,651	
			01-2422	Structural Engineer Principal	16.00 hr	-	-	-	-	-	-	231.21 /hr	3,699	231.21 /hr	3,699	
			01-2422	Mechanical Engineer	16.00 hr	-	-	-	-	-	-	200.79 /hr	3,213	200.79 /hr	3,213	
			01-2422	Civil Engineer	84.00 hr	-	-	-	-	-	-	200.79 /hr	16,866	200.79 /hr	16,866	
			01-2422	Geotechnical Engineer	32.00 hr	-	-	-	-	-	-	200.79 /hr	6,425	200.79 /hr	6,425	
			01-2422	Structural Engineer	60.00 hr	-	-	-	-	-	-	200.79 /hr	12,047	200.79 /hr	12,047	
			01-2422	Civil Engineer Designer	60.00 hr	-	-	-	-	-	-	182.11 /hr	9,127	182.11 /hr	9,127	
				010 Project Design									84,113	/ls	84,113	
			01-2314	SWPPP	1.00 ls	-	-	-	-	-	-	-	-	-	-	
			01-2432	Preliminary Surveying	1.00 ls	-	-	-	-	-	-	-	-	-	-	
			01-3020	PM Design Coordination	12.00 wk	2,686.95 /wk	32,243	24,338.28 /ls	24,338	-	-	6,084.57 /ls	8,085	6,084.57 /ls	8,085	
			01-3542	Environmental Plan	1.00 ls	-	-	-	-	83.26 /wk	999	-	-	24,338.28 /ls	24,338	
				010 Project Design			32,243		24,338	/ls	999	15,211.43 /ls	15,211	15,211.43 /ls	33,242	
				012 Design Docs 65%									21,296	/LS	78,877	
			01-2422	Travel	1.00 ls	-	-	-	-	-	-	4,624.27 /ls	4,624	4,624.27 /ls	4,624	
			01-2422	Struct Engr Project Manager	160.00 hr	-	-	-	-	-	-	206.88 /hr	33,100	206.88 /hr	33,100	
			01-2422	Reimbursables	1.00 ls	-	-	-	-	-	-	3,650.74 /ls	3,651	3,650.74 /ls	3,651	
			01-2422	Structural Engineer Principal	40.00 hr	-	-	-	-	-	-	231.21 /hr	9,249	231.21 /hr	9,249	
			01-2422	Mechanical Engineer	40.00 hr	-	-	-	-	-	-	200.79 /hr	8,032	200.79 /hr	8,032	
			01-2422	Civil Engineer	280.00 hr	-	-	-	-	-	-	200.79 /hr	56,221	200.79 /hr	56,221	
			01-2422	Geotechnical Engineer	80.00 hr	-	-	-	-	-	-	200.79 /hr	16,063	200.79 /hr	16,063	
			01-2422	Structural Engineer	180.00 hr	-	-	-	-	-	-	200.79 /hr	36,142	200.79 /hr	36,142	
			01-2422	Civil Engineer Designer	100.00 hr	-	-	-	-	-	-	182.11 /hr	15,211	182.11 /hr	15,211	
				012 Design Docs 65%									182,294	/ls	182,294	
				014 Design Docs 100%												
			01-2422	Travel	1.00 ls	-	-	-	-	-	-	4,259.20 /ls	4,259	4,259.20 /ls	4,259	
			01-2422	Struct Engr Project Manager	40.00 hr	-	-	-	-	-	-	206.88 /hr	8,276	206.88 /hr	8,276	
			01-2422	Reimbursables	1.00 ls	-	-	-	-	-	-	3,650.75 /ls	3,651	3,650.75 /ls	3,651	
			01-2422	Structural Engineer Principal	24.00 hr	-	-	-	-	-	-	231.21 /hr	5,549	231.21 /hr	5,549	
			01-2422	Mechanical Engineer	8.00 hr	-	-	-	-	-	-	200.79 /hr	1,606	200.79 /hr	1,606	
			01-2422	Civil Engineer	84.00 hr	-	-	-	-	-	-	200.79 /hr	16,866	200.79 /hr	16,866	
			01-2422	Geotechnical Engineer	20.00 hr	-	-	-	-	-	-	200.79 /hr	4,016	200.79 /hr	4,016	
			01-2422	Structural Engineer	48.00 hr	-	-	-	-	-	-	200.79 /hr	9,638	200.79 /hr	9,638	
			01-2422	Civil Engineer Designer	80.00 hr	-	-	-	-	-	-	152.11 /hr	12,169	152.11 /hr	12,169	
			01-2432	Final Site Layout Survey	1.00 ls	-	-	20,107.07 /ls	20,107	-	-	-	-	20,107.07 /ls	20,107	
				014 Design Docs 100%					20,107							
				016 Coord Mtgs & Fid									66,030		86,137	
			01-2422	Travel	1.00 ls	-	-	-	-	-	-	4,259.20 /ls	4,259	4,259.20 /ls	4,259	
			01-2422	Struct Engr Project Manager	32.00 hr	-	-	-	-	-	-	206.88 /hr	6,620	206.88 /hr	6,620	
			01-2422	Reimbursables	1.00 ls	-	-	-	-	-	-	3,650.74 /ls	3,651	3,650.74 /ls	3,651	
			01-2422	Structural Engineer Principal	16.00 hr	-	-	-	-	-	-	231.21 /hr	3,699	231.21 /hr	3,699	
			01-2422	Mechanical Engineer	16.00 hr	-	-	-	-	-	-	200.79 /hr	3,213	200.79 /hr	3,213	
			01-2422	Civil Engineer	32.00 hr	-	-	-	-	-	-	200.79 /hr	6,425	200.79 /hr	6,425	
			01-2422	Geotechnical Engineer	16.00 hr	-	-	-	-	-	-	200.79 /hr	3,213	200.79 /hr	3,213	
			01-2422	Structural Engineer	16.00 hr	-	-	-	-	-	-	200.79 /hr	3,213	200.79 /hr	3,213	
				016 Coord Mtgs & Fid												
				01 Design Design												
				Field Operations			32,243		44,445		999		34,293	/ls	34,293	
99 Div 1 Req													388,025		465,713	



Phase Seq	Work Item	Activity	Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Support Facilities Price	Support Amount	Total Cost/Unit	Total Amount	Notes
		021 Mobilize														
			02-4444	Mobilize Shaft Transport & Stage Equip	1.00 LS	148.03 /hr	5,841	-	-	152.11 /hr	6,085	18,263.71 /LS	18,264	30,179.47 /LS	30,179	Includes vibration monitoring equipment & reports
		021 Mobilize					5,841				6,085		18,264		30,179	
		022 Shaft Excavation														
			02-2400	Dewatering	2.00 mo	27.38 /hr	1,752	-	-	730.15 /mo	1,460	-	-	1,606.33 /mo	3,213	
		022 Shaft Excavation					1,752				1,460		-		3,213	
		024 Drill & Shoot														
			02-4440	Blast Rock	1,083.33 CY	347.17 /hr	37,610	-	-	240.95 /hr	26,103	-	-	63.07 /CY	68,327	
			02-4440	Drill Rock Pilot Hole	101.67 VF	527.28 /hr	26,803	-	-	388.52 /hr	19,750	-	-	457.90 /VF	46,553	
			02-4440	Drill Rock Pre Split Perimeter	5,333.33 VF	527.28 /hr	127,825	-	-	388.52 /hr	94,186	-	-	41.63 /VF	222,011	
			02-4440	Drill Rock Production	1,766.67 VF	527.28 /hr	46,576	-	-	388.52 /hr	34,319	-	-	45.79 /VF	80,895	
			02-4440	Muck Rock Shaft	1,083.33 CY	347.17 /hr	53,729	-	-	511.35 /hr	79,137	-	-	122.65 /CY	132,866	
		024 Drill & Shoot					292,544				253,495		-		550,653	
		025 Shaft Liner														
			02-2600	Rock Bolts	1,600.00 LF	79.10 /hr	31,640	-	-	1.83 /LF	2,921	-	-	25.25 /LF	40,402	
			02-2600	Rock Bolts	75.00 LF	79.10 /hr	1,483	-	-	1.83 /LF	137	-	-	25.25 /LF	1,894	
			03-0010	Form Set & Strip	1,250.00 sf	495.03 /hour	41,253	-	-	65.22 /hour	5,435	-	-	37.35 /sf	46,688	
			03-0010	Joint Prep	166.67 SF	249.50 /hour	42	-	-	90.24 /hour	15	-	-	0.34 /SF	57	
			03-0010	Place Concrete 1	59.17 cy	487.12 /hour	14,411	-	-	64.16 /hour	1,898	-	-	275.64 /cy	16,309	
			03-0010	Place Shotcrete	154.17 cy	438.44 /hour	45,062	-	-	305.41 /hour	31,390	-	-	495.91 /cy	76,452	12 lifts of 10' ea
			03-0010	Place Mesh @ SOE	5,083.33 sf	368.62 /hour	37,476	-	-	24.31 /hour	2,471	-	-	7.86 /sf	39,947	
			03-0010	Place Rebar	2,333.33 lf	368.62 /hour	8,601	-	-	24.31 /hour	567	-	-	3.93 /lf	9,168	
			03-0505	3600 psi Shotcrete	154.17 cy	-	-	-	-	-	-	-	-	243.38 /cy	37,522	Includes rebound loss.
		025 Shaft Liner					179,967				44,834		-		268,438	
		0291 Gate Bulkhead														
			02-0010	Hoisting Crew	16.00 hr	173.59 /hr	2,777	-	-	265.26 /hr	4,244	-	-	438.85 /hr	7,022	
			02-2600	Rock Bolts	200.00 LF	79.10 /hr	3,956	-	-	1.83 /LF	365	-	-	25.25 /LF	5,050	
			02-4440	Drill Rock Anchors	200.00 LF	527.28 /hr	4,218	-	-	388.52 /hr	3,108	-	-	36.63 /LF	7,326	
			03-0010	Form Set & Strip	500.00 sf	495.03 /hour	16,501	-	-	65.22 /hour	2,174	-	-	37.35 /sf	18,675	
			03-0010	Joint Prep	200.00 SF	249.50 /hour	50	-	-	90.25 /hour	18	-	-	0.34 /SF	68	
			03-0010	Place Concrete 1	10.00 cy	487.12 /hour	2,436	-	-	64.17 /hour	321	-	-	275.64 /cy	2,756	
			03-0010	Place Rebar	500.00 lf	368.62 /hour	1,843	-	-	24.31 /hour	122	-	-	3.93 /lf	1,965	
		0291 Gate Bulkhead					31,786				10,352		-		42,862	
		02 Shaft Shaft					511,885				316,225		18,254		895,345	
		Field Operations														
	99 Div 1 Req															
		010 Gen Cond														
			01-1005	General Conditions Shaft	1.00 Ea	48,630.31 /Ea	48,630	-	-	35,943.99 /Ea	35,944	21,143.88 /Ea	21,144	105,718.18 /Ea	105,718	
		010 Gen Cond					48,630				35,944		21,144		105,718	
		99 Div 1 Req Field Operations					48,630				35,944		21,144		105,718	
		05 Shaft			1.00 LS		560,515				352,169		39,398	1,001,062.70 /LS	1,001,063	Start 8/11/2008
06 Lower Tunnel																
	02 Tunnel															
		027 Tunneling Bore														
			02-2400	Dewatering	1.32 mo	27.38 /hr	1,157	-	-	730.15 /mo	964	-	-	1,606.33 /mo	2,120	
			02-4250	Bore Crew	135.17 hr	488.77 /hr	65,795	-	-	152.11 /hr	20,561	-	-	638.88 /hr	86,356	
			02-4250	Boring Machine	27.72 day	-	-	-	-	13,827.79 /day	383,306	-	-	14,326.73 /day	397,137	
			02-4250	Grout High PSI	39.60 cy	-	-	-	-	-	-	-	-	486.77 /cy	19,276	
			02-4250	Grout Low PSI	92.40 cy	-	-	-	-	-	-	-	-	438.09 /cy	40,479	
			02-4250	Install Carrier Pipe	39.60 hr	486.77 /hr	19,276	-	-	152.11 /hr	6,024	-	-	821.42 /hr	32,528	
			02-4250	Jacking Pit Setup 2 sites	295.68 cy	486.34 /hr	8,995	-	-	486.77 /hr	9,595	-	-	141.97 /cy	41,979	
			02-4250	Hobas Tunnel Pipe 3'	422.40 LF	-	-	-	-	-	-	-	-	322.48 /LF	136,216	
			02-4250	Steel Casing	422.40 lf	-	-	-	-	-	-	-	-	365.07 /lf	154,207	
			02-4250	Support Equipment	27.72 day	-	-	-	-	4,867.66 /day	134,931	-	-	5,366.59 /day	148,762	
			02-4250	Wear Parts	422.40 lf	-	-	-	-	-	-	-	-	87.62 /lf	37,010	
		027 Tunneling Bore					95,223				555,381		-		1,096,071	
		029 Portal Develop														
			02-0010	Pipe Crew 4-12 H322 Unit	21.12 hr	423.11 /hr	8,936	-	-	476.33 /hr	10,060	-	-	899.44 /hr	18,996	
			02-1600	Excavation Scraper	5,280.00 cy	594.38 /hr	39,229	-	-	862.76 /hr	56,942	-	-	18.21 /cy	96,171	includes removal and replacement of overburden
		029 Portal Develop					48,165				67,002		-		115,167	
		055 Struct Steel														
			02-0010	Hoisting Crew	10.56 hr	173.59 /hr	1,833	-	-	265.26 /hr	2,801	-	-	438.85 /hr	4,634	
			02-8200	Chainlink Gate Materials	0.66 ea	-	-	3,650.74 /ea	2,409	-	-	-	-	3,650.74 /ea	2,409	
			05-1200	Trash Rack over intakes	2,640.00 lb	-	-	-	-	-	-	-	-	1.83 /lb	4,819	
			05-1250	Structal Steel Erection	10.56 hr	368.62 /hr	3,893	-	-	147.52 /hr	1,558	-	-	516.13 /hr	5,450	
			10-4400	Warning Buoys & Signage	0.66 ls	3,650.74 /ls	2,409	/ls	-	-	-	-	-	10,952.23 /ls	7,228	
		055 Struct Steel					8,135				4,359		-		24,542	
		02 Tunnel Bored Tunnels					151,523				626,743		-		1,235,780	
		Field Operations														
	99 Div 1 Req															
		010 Gen Cond														
			01-1005	General Conditions Lower Tunnel	1.00 Ea	67,121.33 /Ea	67,121	-	-	49,611.15 /Ea	49,611	29,182.82 /Ea	29,183	145,915.30 /Ea	145,915	



Phase Seq	Work Item	Activity	Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Support Facilities Price	Support Amount	Total Cost/Unit	Total Amount	Notes
		022 Plant Pad														
			02-4440	Blast Rock	6,900.00 CY	347.17 /hr	79,850	-	-	240.95 /hr	55,418	-	-	23.86 /CY	164,657	
			02-4440	Drill Rock Production	2,100.00 VF	927.28 /hr	39,546	-	-	388.52 /hr	29,139	-	-	32.71 /VF	68,685	
			02-4440	Muck Rock	6,900.00 CY	190.46 /hr	21,903	-	-	376.51 /hr	43,299	-	-	9.45 /CY	65,202	
		022 Plant Pad					141,298				127,856			/SF	298,543	
		02 Excavation Site					141,298				127,856			/cy	298,543	
	99 Div 1 Req			Field Operations												
		010 Gen Cond														
			01-1005	General Conditions Plant Site	1.00 Ea	16,215.37 /Ea	16,215	-	-	11,985.39 /Ea	11,985	7,049.58 /Ea	7,050	35,250.34 /Ea	35,250	
		010 Gen Cond					16,215				11,985		7,050	/Mo	35,250	
		99 Div 1 Req Field Operations					16,215				11,985		7,050	/mo	35,250	
11 Fish Screens		10 Plant Site			1.00 LS		167,514				139,842		7,060	333,793.39 /LS	333,793	Start 10/13/2008
	11 Fish Screens															
		010 Project Design														
			01-2422	Mechanical Engineer	24.00 hr	-	-	-	-	-	-	200.79 /hr	4,819	200.79 /hr	4,819	
		010 Project Design											4,819	/LS	4,819	
		055 Struct Steel														
			02-0010	Hoisting Crew Pipe Install In Shaft	40.00 hr	173.59 /hr	6,944	-	-	265.26 /hr	10,610	-	-	438.85 /hr	17,554	
			02-5000	4" C900 Pipe	2,000.00 lf	-	-	-	-	-	-	-	-	5.48 /lf	10,952	
			03-1100	Cast in Place Concrete	9.00 cy	547.61 /cy	4,929	/cy	-	386.58 /cy	3,479	-	-	1,153.23 /cy	10,379	
			05-1200	Structural Steel lbs	15,640.00 lb	-	-	-	-	-	-	-	-	5.48 /lb	85,646	
			05-1200	Johnson Intake Screen Upper Inlet	1.00 ea	/ea	-	/ea	-	3,042.29 /ea	3,042	-	-	32,978.37 /ea	32,978	
			05-1200	Johnson Intake Screen Lower Inlet	1.00 ea	/ea	-	/ea	-	3,042.29 /ea	3,042	-	-	37,359.26 /ea	37,359	
			15-0550	Hydroburst Tube Install 3 man crew strapping	24.00 hr	451.74 /hr	10,842	-	-	77.88 /hr	1,869	-	-	529.63 /hr	12,711	
		055 Struct Steel					22,714				22,043			/lbs	207,580	
		155 Sceens Air Duct														
			03-1800	Drill Adit for Air Pipe	2.00 ea	62.68 /hr	4,004	-	-	3,042.29 /ea	6,085	-	-	6,017.84 /ea	12,036	
			15-0550	Off Loading Materials	8.00 hr	173.59 /hr	1,388	-	-	102.19 /hr	818	-	-	275.78 /hr	2,206	
			15-0550	Hydroburst Tube Install 3 man crew supports	24.00 hr	267.49 /hr	6,420	-	-	77.88 /hr	1,869	-	-	345.37 /hr	8,289	
			15-0550	Hydroburst Tube Install 3 man crew transitions	16.00 hr	267.49 /hr	4,280	-	-	77.88 /hr	1,246	-	-	345.37 /hr	5,526	
			15-0550	Hydroburst Tube Install 3 man crew fitting	16.00 hr	451.74 /hr	7,228	-	-	77.88 /hr	1,246	-	-	529.63 /hr	8,474	
			15-0550	Screen Installation & Fitting 2 units	80.00 hr	451.74 /hr	36,139	-	-	77.88 /hr	6,231	-	-	529.63 /hr	42,370	
		155 Sceens Air Duct					59,460				17,494				78,901	
		11 Fish Screens					82,174				39,537		4,819		291,300	
	99 Div 1 Req			Field Operations												
		010 Gen Cond														
			01-1005	General Conditions Fish Screens	1.00 Ea	15,625.17 /Ea	15,625	-	-	11,916.03 /Ea	11,916	5,184.05 /Ea	5,184	32,725.25 /Ea	32,725	
		010 Gen Cond					15,625				11,916		5,184	/Mo	32,725	
		99 Div 1 Req Field Operations					15,625				11,916		5,184	/mo	32,725	
		11 Fish Screens			1.00		97,799				51,453		10,003	324,025.43	324,025	

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	1,401,024		4,232.838 ch				26.48%
Material	1,395,758						26.38%
Subcontract	132,199						2.50%
Equipment	1,782,703		4,084.962 ch				33.69%
Other	579,190						10.95%
	5,290,874	5,290,874					100.00 100.00%
Total		5,290,874					

Supplement to Table 1b. Items that may be included under General Conditions

Cost Code	Description	Unit
01-3001	Project Manager	
	Project Manager	wk
	Project Manager	
01-3002	Project Engineer	
	Project Engineer QC	wk
	Project Engineer	
01-3003	Senior Project Manager	
	Senior PM	wk
	Senior Project Manager	
01-3010	Superintendent	
	Superintendent	wk
	Superintendent	
01-3020	PM Design Coordination	
	PM Design Coordination	wk
	PM Design Coordination	
01-3070	Subsistence per diem	
	Subsistence per day	day
	Subsistence per diem	
01-3542	Environmental Plan	
	Environmental Plan	ls
	Environmental Plan	
01-3555	Safety Equip & Training	
	Safety Equipment	mo
	Safety Training Instructor	clas
	Safety Training Materials	man
	Safety Equip & Training	
01-5114	Temp Power Consumption	
	Power Consumption	mo
	Temp Power Consumption	
01-5134	Telephone Equipment	
	Cell phones & Pagers Monthly	mo
	Telephone Equipment	
01-5135	Temp Telephone Monthly	
	On-Site Telephone Monthly	mo
	Temp Telephone Monthly	
01-5214	Office Trailer Rental	
	Office Trailer Rental	mo
	Office Trailer Rental	
01-5219	Temp Toilets	
	Temp Toilets	mo
	Temp Toilets	
01-5250	Project Office Supplies	
	Project Office Supplies	mo
	Project Office Supplies	
01-5251	Courier Services	
	Courier Services	ea
	Courier Services	
01-5252	Blueprinting & Copying	
	Blueprints & Copying	sets
	Blueprinting & Copying	
01-5254	Photography	
	Job Photography	mo

	Photography	
01-5255	Storage Container	
	Storage Facilities	mo
	Storage Container	
01-5260	Scheduling	
	Scheduling Printing	mo
	Scheduling	
01-5310	Weather Protection	
	Weather Protection days plowing snow	day
	Weather Protection	
01-5426	Staging	
	Staging	mo
	Staging	
01-5433	PM & Super Truck	
	PM/Super/QC Truck	mo
	PM & Super Truck	
01-5434	Fuel	
	Fuel & Maintenance	wk wk
	Fuel	
01-5435	Job Truck	
	Job Truck	mo mo
	Job Truck	
01-5436	Equipment Maintenance	
	Equipment Maintenance 1 day/mo	day
	Equipment Maintenance	
01-5460	Small Tools	
	Small Tools Monthly	mo
	Small Tools	
01-5513	Access Rd Mtnc	
	Access Rd Maintenance	mo
	Access Rd Mtnc	
01-5623	Barricades	
	Barricades	mo
	Barricades	
01-5626	Temp Fence	
	Temp Fence LF/MO	lfmo
	Temp Fence	
01-7400	Dumpster & Dump Fees	
	Dumpster Pulls	pull
	Dumpster & Dump Fees	
01-7413	General Cleanup Labor	
	General Cleanup	hr
	General Cleanup Labor	
01-7423	Final Cleanup	
	Final Cleanup	hr
	Final Cleanup	
01-7839	As-Built Drawings	
	As-built Drawings	ls
	As-Built Drawings	
01-9900	Equipment Rental	
	Equipment Rental Monthly	mo
	Equipment Rental	

**Table 1c. Cost Schedule for Task 5: Project Management
La Plata West Water Authority - Exhibit A**

Bikis Water Consultants, LLC¹	
Lump Sum Cost: \$30,000	
For reference, the BWC rate schedule is as follows:	
Staff	Labor Price (\$/hr)
Senior Professional Consultant I	\$143
Senior Professional Consultant II	\$132
Senior Professional Consultant III	\$121
Water Resource Specialist I	\$111
Water Resource Specialist II	\$102
Water Resource Specialist III	\$92
Professional Consultant I	\$78
Professional Consultant II	\$68
Professional Consultant III	\$59
Professional Consultant IV	\$53
Technician I	\$46
Technician II	\$40
Technician III	\$36
GIS - Mapping	\$20

Floyd L. Smith, Attorney at Law²	
Lump Sum Cost: \$18,000	
For reference, the FS Law rate schedule is as follows:	
Staff	Labor Price (\$/hr)
Attorney	\$250
Legal Assistant	\$50

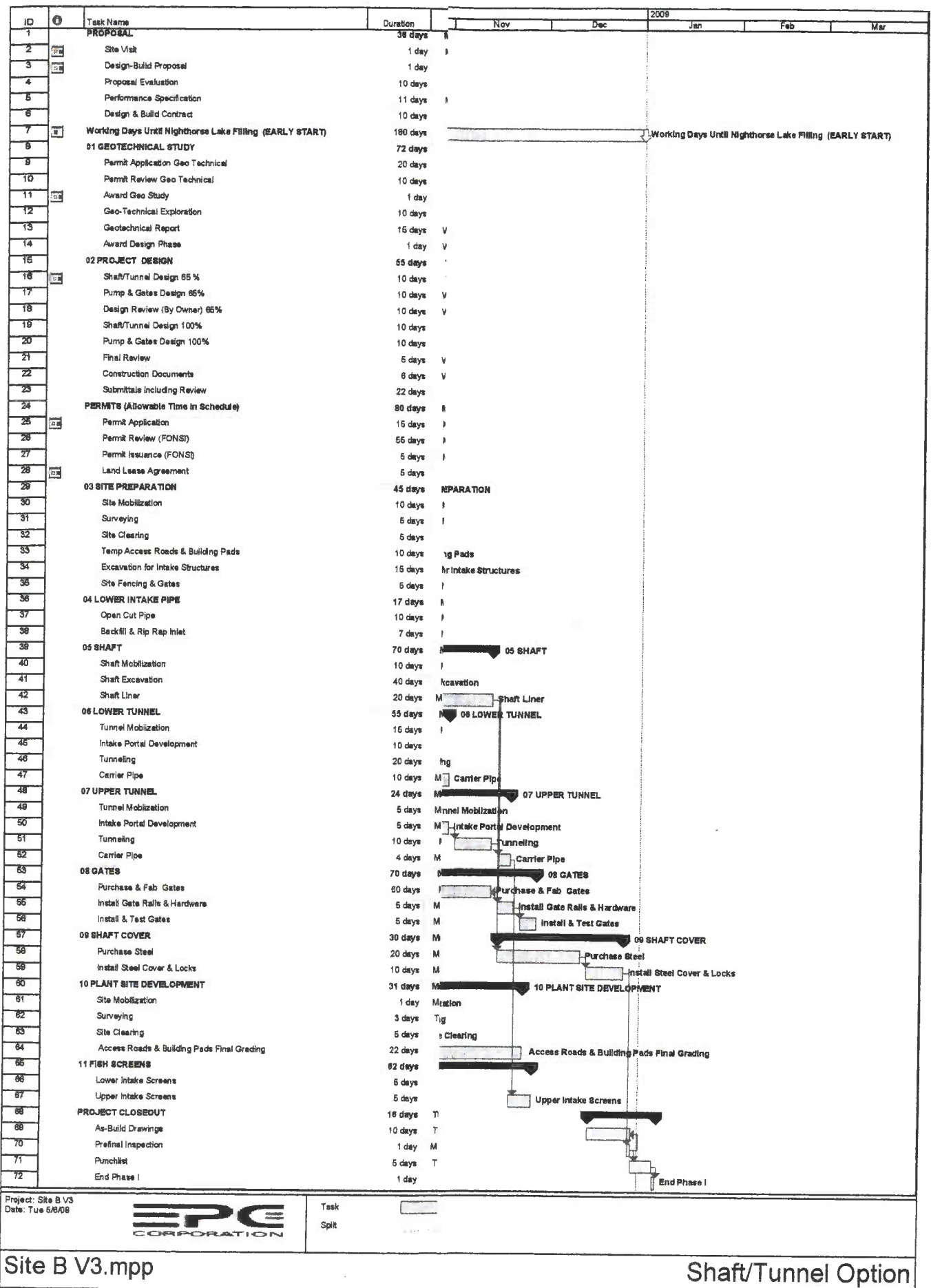
Total Cost for Project Management: \$48,000
--

Notes:

Lump Sum costs are based on previous work conducted for the LPWWA, extrapolated for the life of the grant

- 1) BWC will be responsible for project development including coordinating with Tribe, government agencies, design-build firm, public and private interests. BWC will also assist in procuring funding and facilitating permitting compliance. BWC will maintain LPWWA records and document files.
- 2) Floyd Smith, Esq. will be responsible for all legal matters associated with the project including contracting, funding and compliance with statutory requirements.

Table 2. Detailed Project



Note: Schedule assumes a Design start dot schedule will be adjusted accordingly.

Table 3. Intake Structure - Complete Summary

La Plata West Water Authority - Exhibit A

Task	Start Date	Finish Date	Cost	Funding Source
Design				
GeoTechnical Work	3/3/2008	6/10/2008	\$68,858	SWCD grant (\$68,858)
65% Design	5/22/2008	7/8/2008	\$345,284	Roundtable (\$100,000) and Statewide (\$245,284)
100% Design	7/9/2008	7/29/2008	\$86,137	
Construction Documents	7/30/2008	8/6/2008	\$89,165	Statewide (\$86,137)
				Statewide (\$89,165)
Design SubTotal	3/3/2008	8/6/2008	\$589,444	CWCB + SWCD
Intake Structure Construction				
Site Preparation	8/11/2008	10/10/2008	\$180,852	Statewide (\$180,852)
Lower Intake Pipe	8/11/2008	9/2/2008	\$495,651	Statewide (\$350,563)
Shaft	8/11/2008	11/14/2008	\$1,001,063	Project Participants
Lower Tunnel	8/18/2008	10/31/2008	\$1,381,695	Project Participants
Upper Tunnel	10/20/2008	11/20/2008	\$711,783	Project Participants
Gates	8/25/2008	11/28/2008	\$162,684	Project Participants
Shaft Cover	11/17/08	12/26/08	\$109,885	Project Participants
Plant Site Development	10/13/08	11/24/08	\$333,793	Project Participants
Fish Screens	9/3/08	11/27/08	\$324,025	Project Participants
Project Closeout	12/16/08	1/6/09	\$0	Project Participants
Construction SubTotal	8/11/2008	1/6/2009	\$4,701,431	CWCB + Project Participants
Total				
Intake Structure Design and Construction	3/3/2008	1/6/09	\$5,290,875	CWCB + Project Participants + SWCD

Note:

Dates may be modified.