

STATE OF COLORADO

Colorado Water Conservation Board Department of Natural Resources

1580 Logan Street, Suite 600
Denver, Colorado 80203
Phone: (303) 866-3441
Fax: (303) 894-2578
www.cwcb.state.co.us



April 17, 2014

Grand Mesa Water Conservancy District
Attn: Mr. Austin Keiser, President
P.O. Box 129
Cedaredge, CO 81413

John W. Hickenlooper
Governor

Mike King
DNR Executive Director

James Eklund
CWCB Director

RE: Notice to Proceed - WSRA Grant for the Rehabilitation of Blanche Park Reservoir

Dear Austin,

This letter is to inform you that the WSRA grant request to assist in the Rehabilitation of Blanche Park Reservoir project was signed on April 15, 2014. The original purchase order and Exhibit A will be mailed to you.

With the executed purchase order, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through **October 1, 2016**. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

If you have any questions or concerns regarding the project, please contact me.

Sincerely,

//s//

Craig Godbout
Program Manager
Colorado Water Conservation Board
Water Supply Planning Section
1580 Logan Street, Suite 200
Denver CO 80203
 [\(303\) 866-3441, ext 3210 \(office\)](tel:(303)866-3441)
 [\(303\) 547-8061 \(cell\)](tel:(303)547-8061)
craig.godbout@state.co.us

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

DATE: 04-15-14



**PURCHASE
ORDER**
STATE OF COLORADO

Buyer: ALLAN SMITH
Phone Number: 303-866-3292
Agency Contact: DORI VIGIL
Phone Number: 303 866 3441

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

P.O. # OE PDA 14IBC000035 Page# 01

ACC: 04-14-14

State Award #

FEIN 900298670 Phone: - -

BID #

Vendor Contact:
Purchase Requisition #:

Invoice in Triplicate
To: DIVISION OF WATER CONSERVATION
1313 SHERMAN STREET, ROOM 721
DENVER, CO 80203

V
E
N
D
O
R
GRAND MESA WATER CONSERVANCY DIST
PO BOX 129
CEDAREGE CO 81413

Payment will be made by this agency

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

INSTRUCTIONS TO VENDOR:

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

Delivery/Installation Date: 10-01-16
F.O.B. DESTINATION STATE PAYS NO FREIGHT

SPECIAL INSTRUCTIONS:

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	91843000000				\$75,000.00
	CMS#67751 - WSRA GRANT FOR THE REHABILITATION OF BLANCHE PARK RESERVIOR				

DOCUMENT TOTAL = \$75,000.00

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

EPSPO PAA

FOR THE STATE OF COLORADO

Authorized Signature

4/15/14

Date

Purchase Order Terms and Conditions

1. Offer/Acceptance. If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Changes. Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. Delivery. Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. Quality. Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

7. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

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

10. Taxes. Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.

11. Payment. Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

12. Vendor Offset. [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

13. Assignment and Successors. Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

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

15. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise

provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. Communication. All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

17. Compliance. Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

19. Termination Prior to Shipment. If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. Termination for Cause. (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC in this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. Termination in Public Interest. Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

22. PO Approval. This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. Fund Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. Choice of Law. State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

25. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

26. Public Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

EXHIBIT A

Statement of Work

WATER ACTIVITY NAME – The Rehabilitation of Blanche Park

GRANT RECIPIENT – Grand Mesa Water Conservancy District Water Enterprise Fund

FUNDING SOURCE -- CWCW Water Supply Reserve Account Grant using Gunnison Basin Roundtable Funds

INTRODUCTION AND BACKGROUND

This project is designed to take an active “1891 Easement” and put the facility back into useful condition. This reservoir was built around the turn of the century to hold around 130 acre feet. It was used for this purpose until about the mid 1950’s at which time the downstream Trickle Park Reservoir was built. It is assumed that the water storage the Blanche Park provided was moved to Trickle Park thus no water rights existed. Since the District has a large “conditional Filing” and no facility to utilize, the District has been in the process of acquiring these “1891 Easements” that are not active. This project is unique in that any material required had to come from off-site which could mean hauling from long distance. The ownership interest the District had in the Peak Reservoir which would accommodate a dredging permit enabled the District to rebuild both projects. The Peak Reservoir had an obstacle in that it has no easement thus the District spent an entire year acquiring a “Special Use Permit” for this site.

The construction process for the Blanche Park Reservoir will require the building of an access road to move the necessary material to the site and then the excavating of the existing dam installing the necessary valves and pipe to allow the water to be properly managed. The dam structure will be rebuilt in two sections with the east section having the valve and outlets and the west section having the spillway. After the construction process is completed the road is to be restored to just an ATV access trail.

Provide a brief description of the project. (Please limit to no more than 200 words; this will be used to inform reviewers and the public about your proposal)

OBJECTIVES

There are several objectives of this project:

1. Rebuild an inoperable asset into a functioning reservoir.
2. Utilize a portion of a conditional water right transferring it to absolute storage.
3. Impounding additional water to meet future needs of the citizens of the District’s service area.
4. Provide additional storage to protect whatever downstream needs arise.

TASKS

TASK 1 – Engineering

Description of Task

This task involves the design of the rehabilitation of Blanche Park Reservoir and access road. This design work will be used for Colorado Dam Safety Division approval, the US Forest Service to be used for an access permit and construction permit and the US Army Corps of Engineers “Nationwide Exempt” disclosure.

Deliverable

Completion includes the approval of the State Dam Safety Branch of the Division of Water Resources.

TASK 2 – Construction of the Project

Description of Task

The objective of this task is to rebuild Blanche Park Reservoir. This will be accomplished through the construction of a new access road and embankment

Deliverable

The applicant shall provide CWCB copies of: Permits, Design & Construction Documents ; Construction Documentation (periodic construction progress reports, change orders, meeting notes, schedule summaries), and As-Build Drawings.

REPORTING AND FINAL DELIVERABLE

Reporting: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. The progress report shall describe the completion or partial completion of the tasks identified in the statement of work including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Deliverable: At completion of the project, the applicant shall provide the CWCB a final report that summarizes the project and documents how the project was completed. This report may contain photographs, summaries of meetings and engineering reports/designs.

PROJECT COST ESTIMATE

The total project cost is estimated to be \$170,539. The applicant will provide \$95,539 in matching funds.

SCHEDULE

No project costs initiated prior to grant contract approval will be eligible for reimbursement from WSRA grant funds.

Anticipated construction completion date is October 1, 2015; however, final punchlist items and site rehabilitation (i.e. seeding and re-vegetation) will likely take additional time. Table 1 will be used as a guide to achieve the October 1, 2016 final project close out date.

Table 1: Project Schedule

Task	Start Date	Finish Date
1 (Engineering)	Upon NTP	3/1/2015
2 (Construction)	6/1/2014	10/1/2015
Project Close Out	10/1/2015	10/1/2016

PAYMENT

Payment will be made based on actual expenditures and invoicing by the applicant. Invoices from any other entity (i.e. subcontractors) cannot be processed by the State. The request for payment must include a description of the work accomplished by major task, and estimate of the

percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. The last 10 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed. All products, data and information developed as a result of this grant must be provided to the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

BLANCHE PARK RESERVOIR PROJECT.
Financial Analysis
March 2014

A. Costs Related to the Reservoir Construction that have been PAID:

1. MM&D Surveying and Engineering	\$ 4,060.00
2. ERO Resources – Environmental	\$ 1,980.00
3. Legal and Miscellaneous	\$ 1,700.00
Total Cost Paid	\$ 7,740.00

B. Costs Related to the Reservoir Construction that are Bids Pending:

1. Lambert and Associates – Soils Reports including Core Drilling -	\$10,000
2. MM&D Engineering - Do Surveying, Construction Design, Specification, etc. -	\$13,500
3. ERO Resources – Finish Surveys for USFS and Do Delineation –	\$ 3,000
Total Bids Pending	\$ 26,500

C. Estimated Costs to finish Project:

1. USFS Permit, NEPA Studies, Road Access	\$ 5,000
2. Engineers Cost Estimate to Finish Project –	
1. Soils investigation for design	\$ Included
2. Design Survey	\$ Included
3. Civil Engineering (Const. Drawings)	\$ Included
4. Wetland Investigating & Mitigation	\$ Included
5. Construction Surveying	\$ Included
(Items 1-5 are included in the above bids).	
6. Mobilization & Demobilization	\$ 4,500.00
7. Erosion Control	\$ 2,000.00

8. Water Control	\$ 1,500.00
9. Dewatering	\$ 1,000.00
10. Removal and Reworking Material	\$ 48,500.00
11. Import Unclassified Excavation	\$ 35,000.00
12. Riprap	\$ 10,320.00
13. Storm Sewer HDPE	\$ 2,550.00
14. Seeding, Fertilizer and Mulching	\$ 550.00
15. Concrete Headwall and Gate Stem	\$ 7,500.00
16. Head gate, Stem and Wheel	\$ 2,500.00
17. Soils & Materials Testing	\$ 3,000.00
18. Construction Management & Insp.	\$ 13,260.00

Total Construction Cost \$137,180.00

Total Construction Cost \$137,180.00

5% Contingency \$ 6,859.00

Total Cost \$144,039.00

D. Total Cost to do Project: \$178,279.00

E. Analysis:

According to the 1891 Easement, the reservoir was designed to hold 130 acre feet. At a cost of \$178,279 to do the project, the per acre foot cost is \$1,371.37. We are estimating the amount of material transferred from Peak Reservoir directly to Blanche Park Reservoir will be approximately 5,000 cubic yards leaving approximately 7,500 cubic yards to be stockpiled at Military Park Gravel Pit for use on Little Island Reservoir.

The total cost of the two projects is \$331,904 with a projected yield of 160 acre feet of stored water, or \$2,074.40 per acre foot plus 7500 cubic yards of material.

FUNDS TO BUILD RESERVOIRS

November 22, 2010

A. GMWCD funds on hand for construction -	\$195,000.00
B. Grant from the Colorado River District	\$ 36,125.00
C. Grant (Applied for from Roundtable)	\$ 75,000.00
D. 50% of Revenues projected for 2011	\$ 25,000.00

Total Funds Available for 2 Projects \$331,125.00