

SCOPE OF WORK
Colorado Watershed Restoration Grant
October 11, 2010

South Platte River Enhancement Design, South Platte Park,
South Suburban Park and Recreation District

Purpose of the Scope of Work

This document describes South Platte River enhancement design project at South Platte Park; this plan will be referred to as the Master Plan. This Master Plan project will be managed by South Suburban Park and Recreation District (SSPR) and Urban Drainage and Flood Control District (Urban Drainage) via an Intergovernmental Agreement. Funds for the project are from the CWCB Watershed Restoration Grant, CDOW Fishing is Fun Grant, Urban Drainage, Trout Unlimited, SSPR, and City of Littleton. This document details the budget and timeline as it relates to the CWCB grant funds. The details in this scope of work reflect updated changes in the budget and timeline since the initial grant proposal. Changes are due to additional funding support from Urban Drainage.

Project Description

The purpose of the project is to create a Master Plan for the South Platte River within South Platte Park. The plan will include:

1. Thirty percent river enhancement design for the 2.5 miles of river within South Platte Park which includes surveys, essential modeling, and analysis critical for future decision making, restoration design, permitting, and construction plans.
2. Full construction design and permitting for three river enhancement demonstration projects within South Platte Park.
 - a. **Instream Habitat and Bank Stabilization** (north of Mineral Ave, west of the Carson Nature Center) – A riffle-pool-glide sequence for 1,300 linear feet, streamside riparian vegetation, and bank stabilization in the form of a handicapped stream-access platform that also serves education and recreation
 - b. **Stream-Lake Connection and Wetland Associations** (Redtail Lake, south of Mineral Ave.) – Improved stream-lake in and return flows for fish refugia and wetland/backwater associations for the stream-lake complex
 - c. **Bank Stabilization and Flood Terracing** (north of Redtail Lake and south of Mineral Ave.) – Stabilize 625 feet of actively eroding cut banks utilizing flood terracing techniques and riparian vegetation with boulder/riprap technique up to bankfull elevation

Detailed Description of Work with Budget and Timeline

The enclosed budget worksheet is revised to reflect new funding participation from Urban Drainage. Master Plan project work implemented prior to the activation of the Colorado Watershed Restoration grant funding is being paid for by Urban Drainage and Trout Unlimited. Funding support from the grant is anticipated for the end of November 2011. This aspect of budget planning corresponds with the enclosed timeline from Ecological Resource Consultants, Inc. (ERC) who is contracted for the project.

Revised Budget Worksheet

Item	Hours	Cost/Hr	Project Cost	Partners In-kind Service	Matching Funds			CWCB Grant
					Urban Drainage	Trout Unlimited	Fishing is Fun (CDOW)	
30% Design Plan for 2.5 Miles of River								
Subtotals			\$62,745	\$1,770	\$30,487			\$30,488
Flow Analysis/Hydrology			\$2,131		\$1,408	363		\$0
Consultants	17	\$128/hr						
Staff/Stakeholder 1	9	\$25/hr		\$225				
Staff/Stakeholder 2	3	\$45/hr		\$135				
Design Criteria			\$3,582		\$2,738	\$364		\$0
Consultants	28	\$128/hr						
Staff/Stakeholders 1	10	\$25/hr		\$250				
Staff/Stakeholders 2	5	\$45/hr		\$230				
Surveying, Sediment, Soils	50	\$118/hr	\$5,630		\$5,267	\$363		\$0
Environmental Evaluation			\$5,464		\$4,980	\$364		\$0
Consultants	52	\$105/hr						
Staff/Stakeholders	5	\$25/hr		\$120				
Fluvial Geomorphology			\$8,400		\$1,998	\$363		\$5,919
Consultants	80	\$105/hr						
Staff/Stakeholders	5	\$25/hr		\$120				
Hydraulic Modeling			\$4,544		\$1,073	\$364		\$2,987
Consultants	44	\$105/hr						
Staff/Stakeholders	5	\$25/hr		\$120				
Aquatic Habitat			\$2,114		\$0	\$237		\$1,787
Consultants	18	\$118/hr						
Staff/Stakeholders	4	\$25/hr		\$90				
Bank Stabilization			\$2,314		\$637	\$490		\$1,127
Consultants	22	\$105/hr						
Staff/Stakeholders	3	\$25/hr		\$60				
Vegetation			\$3,280		\$0	\$274		\$2,946
Consultants	32	\$105/hr						
Staff/Stakeholders	3	\$25/hr		\$60				
Coordination Meetings	60	\$118/hr	\$6,990		\$4,723	\$364		\$1,903
30% Design Drawings			\$18,296		\$3,663	\$454		\$13,819
Consultants 1	104	\$73/hr						
Consultants 2	100	\$105/hr						
Staff/Stakeholder 1	9	\$25/hr		\$225				
Staff/Stakeholder 2	3	\$45/hr		\$135				
Full Design for 3 Demonstration Sites								
Subtotals			\$26,782	\$720	\$13,031			\$13,030
50% Design Drawings			\$7,000		\$1,285	\$1,000	\$1,035	\$3,320
Consultants	64	\$105/hr						
Staff/Stakeholder 1	9	\$25/hr		\$225				
Staff/Stakeholder 2	3	\$45/hr		\$135				
Full Design Drawings			\$7,112		\$1,341	\$1,000	\$1,035	\$3,375
Consultants	64	\$118/hr						
Staff/Stakeholder 1	9	\$25/hr		\$225				
Staff/Stakeholder 2	3	\$45/hr		\$135				
Coordination Meetings	24		\$2,642		\$821	\$500		\$1,321
Permitting	100		\$10,028		\$4,014	\$1,000		\$5,014
Additional Design Costs								
Subtotals			\$5,200	\$0	\$2,600			\$2,600
Design Report	30		\$3,190		\$1,345	\$250		\$1,595
Project Management	14		\$2,010		\$755	\$250		\$1,005
Subtotal					\$36,048	\$8,000	\$2,070	
Grand Total			\$94,726	\$2,490	\$46,118			\$46,118
Percentage Funding			100.0%	51.3%				48.7%
*Partner in-kind are South Suburban Parks and Recreation, City of Littleton, Urban Drainage,								

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Revised Timeline

Ecological Resource Consultants, Inc.
South Platte River Restoration Master Plan & Priority Reach Project Schedule

[illegible]

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

Buyer: ALLAN SMITH
Phone Number: 303-866-3292
Agency Contact: STEVEN SHULL
Phone Number: 303 866 3441

DATE: 11-09-10

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

ACC: 11-08-10



**PURCHASE
ORDER**
STATE OF COLORADO

P.O. # OE PDA 11000000047 Page# 01

State Award #

FEIN 846014400 Phone: 303-730-6779
Vendor Contact:
Purchase Requisition #:

V SOUTH SUBURBAN PARKS & REC DISTRICT
E LONE TREE GOLF CLUB
N 9808 SUNNINGDALE BLVD
D LITTLETON CO 80124
R

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.

BID #

Invoice in Triplicate

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

Payment will be made by this agency

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

Delivery/Installation Date: 08-31-11

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				\$46,118.00
	WATERSHED GRANT-SOUTH PLATTE RIVER ENHANCEMENT DESIGN SOUTH PLATTE PARK. PER SOW. CMS#25495.				

DOCUMENT TOTAL =

\$46,118.00

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

FOR THE STATE OF COLORADO

Allan Smith
Authorized Signature

11/9/10
Date

Project Name

Grantee: **South Suburban Park and Recreation District**

CWCB Contract or Purchase Order No.:

OE PDA 11000000047

Grant Amount:

\$46,118

Date of Invoice:

6-Jul-12

Task	Description	Total Budget/Grant Funds	Previously Invoiced	Current Invoice	Remaining Total	Percent Complete
1	South Platte River Concept Plan	\$33,088	\$0	\$33,088	\$0	100.0%
2	3 Demonstaration Projects on the South Platte River	\$13,030	\$0	\$0	\$13,030	0.0%
3						
4						
5						
6						
7						
	TOTALS	\$46,118	\$0	\$33,088	\$13,030	71.7%

OK to pay

Chris 7/11/12

Chris Storm

OK

Kevin J. Horch

7-11-12

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

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STATE OF COLORADO

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DOCUMENT TOTAL = \$46,118.00

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This PO is effective on the date signed by the authorized individual.

FOR THE STATE OF COLORADO

Allan Smith
Authorized Signature

11/9/10
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 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 or 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.



South Suburban
PARKS AND RECREATION

6631 South University Boulevard
Centennial, CO 80121
Administrative Office (303) 798-5131
Fax: (303) 798-3030
Tax Exempt #98-00559

Request To Pay/Purchase Order

245858

Attach All Original Invoices

PEID: _____
(Accounting Use Only)

Vendor Name: URBAN DRAINAGE
Remittance Address: & FLOOD CONTROL DIST.

Charge to:

Facility: _____

Billing Address: _____

Phone: _____

Person to Contact: _____

Special Requests: Hold Check for _____ (Name)

I. Invoice Number: _____ Total Invoice Amount \$ 36,088.00 Invoice Date: 12/1/10

Amount	Account Number	Description	Misc. Code
\$ <u>36,088.00</u>	<u>10-30-41-955-6985</u>	<u>Share of River</u>	
\$	- - - -	<u>Master Plan</u>	
\$	- - - -	<u>@ SPP</u>	
\$	- - - -		

II. Invoice Number: _____ Total Invoice Amount \$ _____ Invoice Date: _____

Amount	Account Number	Description	Misc. Code
\$	- - - -		
\$	- - - -		
\$	- - - -		
\$	- - - -		

III. Invoice Number: _____ Total Invoice Amount \$ _____ Invoice Date: _____

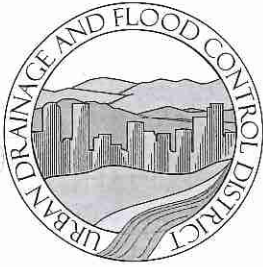
Amount	Account Number	Description	Misc. Code
\$	- - - -		
\$	- - - -		
\$	- - - -		
\$	- - - -		

Requested By _____ (Date) _____ Supervisor Approval _____ (Date) _____ Manager Approval _____ (Date)

\$2000 or more requires bid information:

✓ ☐ Bid Attached _____ Sole Source ☐ Previous Bid # _____ No Bid (Explain) _____

\$5,000 or more requires a Property Record.



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Paul A. Hindman, Executive Director
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Telephone 303-455-6277
Fax 303-455-7880
www.udfcd.org

December 1, 2010

Melissa Reese
South Suburban Parks and Recreation
6631 South University Boulevard
Littleton, CO 80121

INVOICE

RE: South Platte River

In accordance with the terms of Agreement No. 10-09.02, the South Suburban Parks and Recreation District is hereby requested to remit to the Urban Drainage and Flood Control District \$36,088.00 for its share of the South Platte River project.

Sincerely,

Frank Dobbins
Director of Finance and Accounting

FD/mc

60-01

AGREEMENT REGARDING
CONCEPTUAL DESIGN
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
THE SOUTH PLATTE RIVER IN SOUTH PLATTE PARK

Agreement No. 10-09.02

THIS AGREEMENT, made this 11TH day of NOVEMBER, 2010, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and SOUTH SUBURBAN PARK~~S~~ AND RECREATION DISTRICT (hereinafter called "SSPR"), CITY OF LITTLETON (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Major Drainageway Planning South Platte River, Chatfield to Baseline Road" by Wright Water Engineers, dated November 1985 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with conceptual design of drainage and flood control improvements for the South Platte River in South Platte Park (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 74 Series of 2009); and

WHEREAS, the Board of Directors of SSPR, the City Council of CITY, and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

Conceptual Design. PROJECT shall include the conceptual design of improvements in accordance with the recommendations defined in PLAN. Specifically, the conceptual design of facilities shall extend from approximately Fairway Lane to C-470, as shown on Exhibit A.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Conceptual design services;
2. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$86,088 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Conceptual Design	\$66,175
2. Contingency	19,913
Grand Total	\$86,088

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	58%	\$50,000
SSPR	42%	36,088
CITY	0%	-0-
TOTAL	100%	\$86,088

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (SSPR - \$36,088; CITY - \$-0-; DISTRICT - \$50,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to SSPR and CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 11).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. CONCEPTUAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 11 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the conceptual design including right-of-way delineation subject to approval of the contracting officers for SSPR. Payment for conceptual design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Conceptual design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications.

DISTRICT shall provide any written work product by the engineer to SSPR and CITY.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

CITY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. CITY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, CITY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and CITY has not obtained the written approval of DISTRICT prior to such action, CITY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at CITY's sole expense. In the event CITY breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against CITY for specific performance of this portion of the Agreement.

8. FLOODPLAIN REGULATION

CITY agrees to regulate and control the floodplain of the South Platte River within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that CITY cannot obligate itself by contract to exercise its police powers. If CITY fails to regulate the floodplain of the South Platte River within CITY in

the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY shall cooperate fully.

9. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 8. FLOODPLAIN REGULATION and Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, which shall run in perpetuity.

10. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

11. CONTRACTING OFFICERS AND NOTICES

- A. The contracting officer for SSPR shall be the Executive Director, 6631 South University Boulevard, Littleton, Colorado 80121.
- B. The contracting officer for CITY is the Public Services Director, 2255 West Berry Avenue, Littleton, Colorado 80165.
- C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- D. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT, SSPR, or CITY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

12. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

13. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

14. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Denver, State of Colorado.

15. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

16. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

17. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

18. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

19. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

20. PUBLIC RELATIONS

It shall be at SSPR and CITY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and conceptual design recommendations shall be presented to the public by the selected design engineer. In any event, DISTRICT shall have no responsibility for a public relations program, but shall assist SSPR and CITY as needed and appropriate.

21. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

22. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of SSPR, CITY, and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of SSPR, CITY, and/or DISTRICT.

23. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

24. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant or Contractor does not employ illegal aliens. Consultant or Contractor is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (DEPARTMENT) made in the course of an investigation the DEPARTMENT is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by PARTIES. Consultant or Contractor shall be liable to PARTIES for actual and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State. Consultant or Contractor acknowledges that the DEPARTMENT may investigate whether Consultant or Contractor is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section."

25. EXECUTION IN COUNTERPARTS

This Agreement shall be executed by PARTIES in counterparts and only upon execution of the responsible counterparts by everyone listed herein shall this Agreement be treated as executed by PARTIES.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

(SEAL)

ATTEST:

David B. Smith



URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By Paul A. Henderson

Title Executive Director

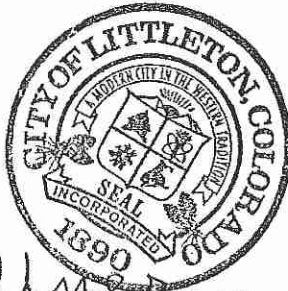
Date 11/11/10

SOUTH SUBURBAN PARK AND
RECREATION DISTRICT

(SEAL)

ATTEST:

Pamela M. Eller
Pamela M. Eller, Secretary



(SEAL)

ATTEST:

Wendy Heffner

APPROVED AS TO FORM:

[Signature]
City Attorney

By Katherine C. Geitner

Title Katherine C. Geitner, Chair

Date October 13, 2010

CITY OF LITTLETON

By Don Clark

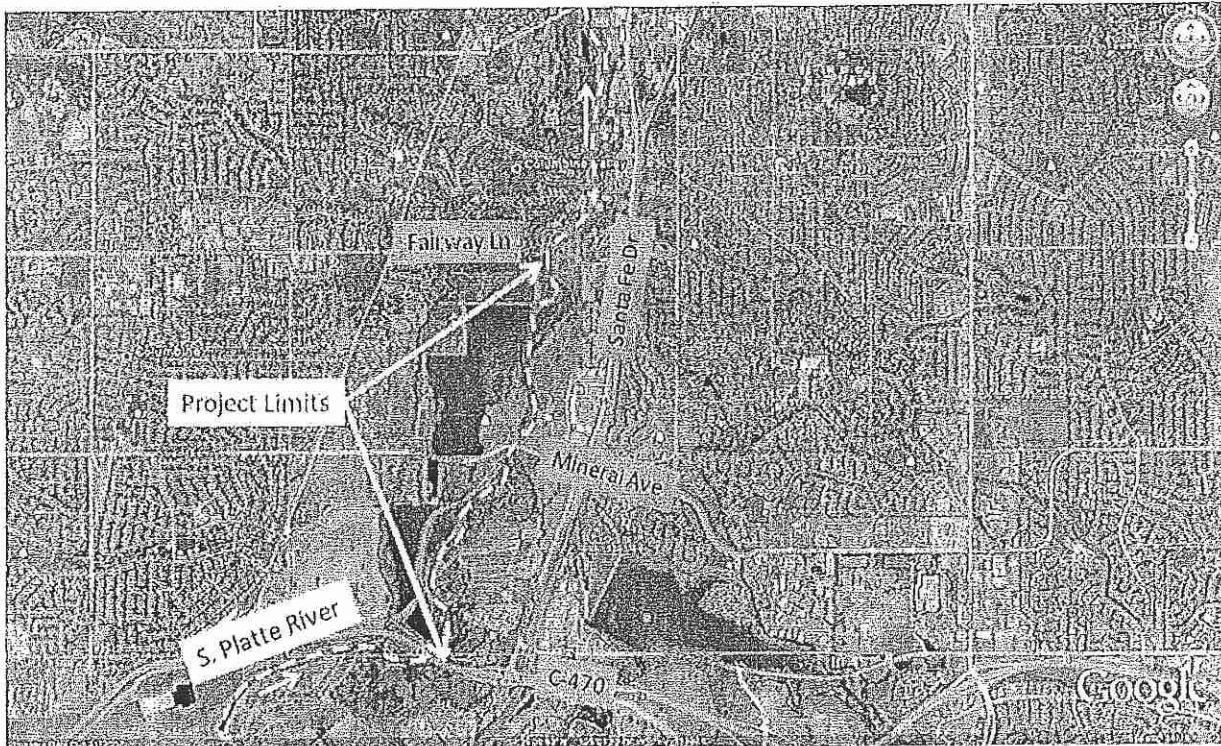
Title Mayor

Date 11/3/2010

AGREEMENT REGARDING
CONCEPTUAL DESIGN
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
THE SOUTH PLATTE RIVER IN SOUTH PLATTE PARK

Agreement No. 10-09.02

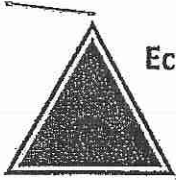
Exhibit A



Summary of South Platte River Concept Plan Expenses
(see attached invoices)

Description	Date	Amount
Ecological Resource Consultants Design Fees	2/23/2011	\$ 2,789.00
Ecological Resource Consultants Design Fees	4/20/2011	\$ 6,705.50
Ecological Resource Consultants Design Fees	5/20/2011	\$ 9,075.13
Ecological Resource Consultants Design Fees	6/22/2011	\$ 570.50
Ecological Resource Consultants Design Fees	7/19/2011	\$ 4,969.20
Ecological Resource Consultants Design Fees	8/19/2011	\$ 2,930.50
Ecological Resource Consultants Design Fees	9/20/2011	\$ 6,306.30
Ecological Resource Consultants Design Fees	10/24/2011	\$ 5,517.00
Ecological Resource Consultants Design Fees	11/23/2001	\$ 17,429.25
Total Project Cost		\$ 56,292.38

LK


Ecological Resource Consultants, Inc.

 35715 US Hwy. 40, Suite D204
 Evergreen, CO 80439

Date	Invoice #
2/23/2011	3386


Bill To:

 Urban Drainage and Flood Control District
 Laura Kroeger, Assistant Manager
 2480 W. 26th Ave, Ste 156-B
 Denver, CO 80211

Project

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Engineer	12-03 Coordination	0.5	99.00	49.50
Ecologist	01-13 CAD	4	92.00	368.00
Ecologist	01-14 CAD	8	92.00	736.00
Ecologist	01-17 CAD	4	92.00	368.00
Sr. Water Resource Eng.	01-19 meeting	2.5	125.00	312.50
Sr. Ecologist	01-19 Meeting	4	125.00	500.00
Sr. Ecologist	01-21 Mtg Notes	0.5	125.00	62.50
Sr. Water Resource Eng.	01-27 project meeting	1	125.00	125.00
Engineer	02-04 Coordination	0.5	99.00	49.50
Engineer	02-17 Background Research	2	99.00	198.00
	FEMA - Maps		20.00	20.00

DATE RECEIVED

APPROVED BY

ACCOUNT NO.

TENSIONS, CHECKED

VOUCHERED

3/1/11

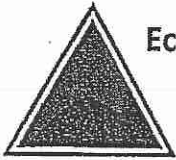
60-01

 Please remit payment to:
 Ecological Resource Consultants, Inc.
 35715 US Hwy. 40, Suite D204
 Evergreen, CO 80439

Total
\$2,789.00

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!
Balance Due
\$2,789.00

**Ecological Resource Consultants, Inc.**

35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Date	Invoice #
4/20/2011	3456

Bill To:

Urban Drainage and Flood Control District
Laura Kroeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211

RECEIVED

APR 21 2011

Project

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Sr. Water Resource Eng.	03-15 mapping	1	125.00	125.00
Engineer	03-15 Coordination	0.5	99.00	49.50
Engineer	03-16 Site Visit	8.5	99.00	841.50
Engineer	03-29 Design	6	99.00	594.00
Engineer	03-30 Design	3	99.00	297.00
Engineer	03-31 Design	5.5	99.00	544.50
Sr. Water Resource Eng.	03-31 review	1	125.00	125.00
Sr. Water Resource Eng.	04-11 design	1	125.00	125.00
Engineer	04-11 Design	6	99.00	594.00
Sr. Water Resource Eng.	04-12 design	0.5	125.00	62.50
Engineer	04-12 Design	8.5	99.00	841.50
Sr. Water Resource Eng.	04-13 meeting	1	125.00	125.00
Engineer	04-13 Design	7.5	99.00	742.50
Sr. Water Resource Eng.	04-14 meeting	1	125.00	125.00
Engineer	04-14 Design	9	99.00	891.00
Ecologist	04-14 Graphics	3	92.00	276.00
Engineer	04-15 Design	3.5	99.00	346.50

DATE RECEIVED

APPROVED BY

5/6/11

LAK

60-01-35111

ACCOUNT NO

EXTENSION

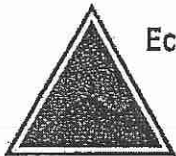
VOUCHERED

Please remit payment to:
Ecological Resource Consultants, Inc.
35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Total**\$6,705.50**

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!**Balance Due****\$6,705.50**

**Ecological Resource Consultants, Inc.**35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Date	Invoice #
5/20/2011	3487

**Bill To:**Urban Drainage and Flood Control District
Laura Kroeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211**Project**

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Sr. Ecologist	04-11 Design	1	125.00	125.00
Ecologist	04-18 Graphics	8	92.00	736.00
Sr. Water Resource Eng.	04-18 Review	1	125.00	125.00
Engineer	04-18 Calculations	7	99.00	693.00
Ecologist	04-18 Graphics	8	92.00	736.00
Sr. Water Resource Eng.	04-19 Meeting prep	2	125.00	250.00
Engineer	04-19 Design	10.5	99.00	1,039.50
Sr. Water Resource Eng.	04-20 Project meeting and prep	4	125.00	500.00
Engineer	04-20 Coordination	1	99.00	99.00
Engineer	04-20 Meeting and prep	4	99.00	396.00
Sr. Ecologist	04-20 Meeting	2	125.00	250.00
Sr. Water Resource Eng.	04-21 Coordination	0.5	125.00	62.50
Engineer	04-22 Coordination	1	99.00	99.00
Sr. Water Resource Eng.	04-25 Design	1	125.00	125.00
Engineer	04-25 Design	4.5	99.00	445.50
Sr. Water Resource Eng.	04-26 Review	0.5	125.00	62.50
Engineer	04-26 Design	2	99.00	198.00
Engineer	04-28 Design	5	99.00	495.00
Engineer	04-29 Design	5.5	99.00	544.50
Engineer	05-02 Design	4.5	99.00	445.50
Reimb Group				
	Project Mileage		39.38	39.38
	April Subcontractor - Survey and Mapping		618.75	618.75
	April Subcontractor - Graphic Design		990.00	990.00
	Total Reimbursable Expenses			1,648.13

DATE RECEIVED

APPROVED BY

ACCOUNT

EXT

VOUCHERED

Please remit payment to:
Ecological Resource Consultants, Inc.
35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Thank you for your business!

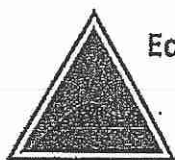
Total

Balance Due

\$9,075.13

\$9,075.13

LK


Ecological Resource Consultants, Inc.

35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Date	Invoice #
6/22/2011	3522


Bill To:

Urban Drainage and Flood Control District
Laura Kroeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211

Project

825-111 South Platte MP

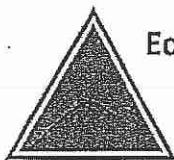
Item	Description	Qty	Rate	Amount
Engineer	05-17 coordination	0.5	99.00	49.50
Engineer	05-20 design	2.5	99.00	247.50
Sr. Water Resource Eng.	06-03 coordination	0.5	125.00	62.50
Sr. Water Resource Eng.	06-17 coordination	0.5	125.00	62.50
Engineer	06-17 design	1.5	99.00	148.50
DATE RECEIVED APPROVED BY ACCOUNT NO. EXTENSIONS, CHECKED VOUCHERED			6/28/11	
			<i>[Signature]</i>	
			60-01-35111	

Please remit payment to:
Ecological Resource Consultants, Inc.
35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Total
\$570.50

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!
Balance Due
\$570.50

**Ecological Resource Consultants, Inc.**

35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Date	Invoice #
7/19/2011	3566

Bill To:

Urban Drainage and Flood Control District
Laura Kroeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211

**Project**

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Engineer	06-22 Design	3	99.00	297.00
Engineer	06-23 Design	6.5	99.00	643.50
Sr. Ecologist	06-27 Mtg Prep	1	125.00	125.00
Sr. Water Resource Eng.	06-27 coordination	1	125.00	125.00
Ecologist	06-27 Graphics	2.5	92.00	230.00
Engineer	06-27 Design	4	99.00	396.00
Sr. Ecologist	06-28 Mtg Prep	2	125.00	250.00
Sr. Water Resource Eng.	06-28 presentation	1	125.00	125.00
Ecologist	06-28 Graphics	2.5	92.00	230.00
Engineer	06-28 Design	2.5	99.00	247.50
Sr. Ecologist	06-29 Mtg	4	125.00	500.00
Sr. Water Resource Eng.	06-29 project mtg	4	125.00	500.00
Sr. Water Resource Eng.	06-30 coordination	0.5	125.00	62.50
Engineer	07-07 Design	1.5	99.00	148.50
Engineer	07-08 Design	5	99.00	495.00
Ecologist	07-09 Graphics	3.5	92.00	322.00
Engineer	07-11 Design	1.5	99.00	148.50
Sr. Water Resource Eng.	07-14 power point	0.5	125.00	62.50
Mileage	Project Mileage	120	0.51	61.20

DATE RECEIVED

APPROVED BY

7/27/11
LAK
60-01

ACCOUNT NO.

EXTENSIONS, CHECKED

VOUCHERED

Please remit payment to:

Ecological Resource Consultants, Inc.

35715 US Hwy. 40, Suite D204

Evergreen, CO 80439

Total

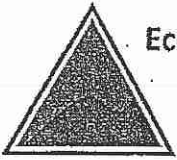
\$4,969.20

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!

Balance Due

\$4,969.20

**Ecological Resource Consultants, Inc.**

35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

LK

Date	Invoice #
8/19/2011	3604

Bill To:

Urban Drainage and Flood Control District
Laura Kroeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211

**Project**

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Sr. Ecologist	07-08 Presentation	4	125.00	500.00
Sr. Ecologist	07-12 Presentation	2	125.00	250.00
Sr. Ecologist	07-14 Presentation	2	125.00	250.00
Engineer	07-18 Design	1.5	99.00	148.50
Engineer	07-20 Design	5	99.00	495.00
Engineer	07-21 Design	3	99.00	297.00
Engineer	07-22 Design	1.5	99.00	148.50
Engineer	07-25 Calculations	7	99.00	693.00
Engineer	08-12 Design	1.5	99.00	148.50

DATE RECEIVED

8/25/11

APPROVED BY

ACCOUNT NO.

6001-35111

EXTENSIONS, CHECKED

VOUCHERED

Please remit payment to:
Ecological Resource Consultants, Inc.
35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Total**\$2,930.50** ✓

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!**Balance Due****\$2,930.50**

**Ecological Resource Consultants, Inc.**

35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

LK

Date	Invoice #
9/20/2011	3655

**Bill To:**

Urban Drainage and Flood Control District
Laura Kroeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211

Project

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Engineer	08-15 Design	8.5	99.00	841.50
Sr. Ecologist	08-15 Tech Review	1	125.00	125.00
Engineer	08-16 Design	0.5	99.00	49.50
Engineer	08-17 Design	2	99.00	198.00
Engineer	08-18 Design	4	99.00	396.00
Engineer	08-19 Design	8.5	99.00	841.50
Engineer	08-22 Design	4.5	99.00	445.50
Engineer	08-23 Design	2.5	99.00	247.50
Sr. Ecologist	08-23 Presentation	4	125.00	500.00
Sr. Water Resource Eng.	08-23 prep and mtg	4	125.00	500.00
Engineer	08-26 Design	8	99.00	792.00
Engineer	08-29 Design	8	99.00	792.00
Engineer	08-30 Design	1.5	99.00	148.50
Engineer	09-14 Calculations	4	99.00	396.00
Mileage	Project Mileage	60	0.555	33.30

DATE RECEIVED

10/3/11

APPROVED BY

[Signature]

ACCOUNT NO.

60-01-35111

EXTENSIONS, CHECKED

VOUCHERED

Please remit payment to:
Ecological Resource Consultants, Inc.
35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Total**\$6,306.30**

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!**Balance Due****\$6,306.30**

**Ecological Resource Consultants, Inc.**35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

Date	Invoice #
10/24/2011	3701

Bill To:Urban Drainage and Flood Control District
Laura Kröeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211**Project**

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Sr. Water Resource Eng.	09-23 coordination	0.5	125.00	62.50
Engineer	10-04 Design	2	99.00	198.00
Engineer	10-06 Design	6	99.00	594.00
Engineer	10-10 Report Preparation	2	99.00	198.00
Sr. Water Resource Eng.	10-11 design	2	125.00	250.00
Engineer	10-11 Report Preparation	4.5	99.00	445.50
Engineer	10-12 Report Preparation	7.5	99.00	742.50
Engineer	10-13 Design	7.5	99.00	742.50
Engineer	10-14 Report Preparation	3.5	99.00	346.50
Sr. Water Resource Eng.	10-17 master plan	1	125.00	125.00
Sr. Water Resource Eng.	10-18 master plan	5	125.00	625.00
Sr. Water Resource Eng.	10-19 master plan	6	125.00	750.00
Sr. Water Resource Eng.	10-20 master plan	3.5	125.00	437.50

DATE RECEIVED

APPROVED BY

ACCOUNT NO.

EXTENSIONS, CHECKED

VOUCHERED

10/25/11

60-01

Please remit payment to:
Ecological Resource Consultants, Inc.
35715 US Hwy. 40, Suite D204
Evergreen, CO 80439**Total****\$5,517.00**

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!**Balance Due****\$5,517.00**

**Ecological Resource Consultants, Inc.**35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

LK

Date	Invoice #
11/23/2011	3750

Bill To:Urban Drainage and Flood Control District
Laura Kroeger, Assistant Manager
2480 W. 26th Ave, Ste 156-B
Denver, CO 80211**Project**

825-111 South Platte MP

Item	Description	Qty	Rate	Amount
Engineer	10-17 Report Preparation	9.5	99.00	940.50
Engineer	10-18 Report Preparation	4	99.00	396.00
Engineer	10-19 Drafting	7.5	99.00	742.50
Engineer	10-20 Drafting	8.5	99.00	841.50
Engineer	10-21 Report Preparation	8	99.00	792.00
Sr. Ecologist	10-21 Tech Review	3	125.00	375.00
Sr. Ecologist	10-24 Design Review	3	125.00	375.00
Engineer	10-24 Report Preparation	8	99.00	792.00
Engineer	10-25 Report Preparation	6	99.00	594.00
Engineer	10-26 Calculations	8	99.00	792.00
Sr. Ecologist	10-27 Presentation Review	3	125.00	375.00
Engineer	10-27 Report Preparation	8	99.00	792.00
Engineer	10-28 Coordination	1	99.00	99.00
Ecologist	10-28 Mapping	2	92.00	184.00
Sr. Ecologist	10-31 Presentation Mtg	5	125.00	625.00
Sr. Water Resource Eng.	10-31 plan and meeting	6	125.00	750.00
Engineer	10-31 Report Preparation	8	99.00	792.00
Ecologist	10-31 Mapping	3.5	92.00	322.00
Sr. Water Resource Eng.	11-01 report	5	125.00	625.00
Engineer	11-01 Meeting	3	99.00	297.00
Sr. Water Resource Eng.	11-02 report and meeting	12	125.00	1,500.00
Engineer	11-02 Report Preparation	9	99.00	891.00
Sr. Water Resource Eng.	11-03 report	3.5	125.00	437.50
Engineer	11-03 Report Preparation	6	99.00	594.00
November Subcontractor - J&T Consulting, Inc.			2,505.25	2,505.25
TOTAL				\$17,429.25

APPROVED BY

Please remit payment to:
Ecological Resource Consultants, Inc.
35715 US Hwy. 40, Suite D204
Evergreen, CO 80439

12/2/11

LAC

ACCOUNT NO.

If you have any questions or concerns, please contact us at (303) 679-4820.

Thank you for your business!

Balance Due \$17,429.25

Invoice to: Colorado Water Conservation Board
1313 Sherman St. Rm. 721
Denver, Co 80203

FINAL

Project Name

Grantee: South Suburban Parks and Recreation District

Address: 6631 S. University Blvd
Centennial, CO 80122

Phone No.: 303-483-7023

CWCB Contract or
Purchase Order No.: OE PDA 11000000047

Grant Amount: \$46,118

Date of Invoice: 5/12/2015

Kevin J. Houck 6/22/15
Kevin Houck Date
OK to Pay

Chris Sturm 6/22/15
Chris Sturm Date
OK to Pay

Task	Description	Total Budget/Grant Funds	Previously Invoiced	Current Invoice	Remaining Total	Percent Complete
1	South Platte River Concept	\$33,088	\$33,088	\$0	\$0.00	100.0%
2	3 Demonstration Projects	\$13,030	\$0	\$13,030	\$0.00	100.0%
3						
4						
5						
6						
7						
TOTALS		\$46,118	\$33,088	\$13,030	\$0	

Submitted by: Melissa Reese-Thacker

Title: Senior Park Planner

Signature:

Melissa Reese-Thacker